



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 19, 2007

IN REPLY PLEASE
REFER TO FILE: **AS-0**

NOTICE OF REQUEST FOR PROPOSALS FOR VIDEO DISTRIBUTION SYSTEM FOR THE TRAFFIC MANAGEMENT SYSTEM (2007-IT033)

PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Video Distribution System for the Traffic Management System (2007-IT033). The total contract amount of this service is estimated to be \$500,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/VideoDistribution.pdf> or from Ms. Jeanette Arismendez at (626) 458-4050, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer must have experience in deploying a minimum of three Video Distribution Systems (VDS) for the communications between closed circuit television cameras (CCTV) and VDS and central facility (Traffic Management Center [TMC] or other control center). In addition, Proposer and managing employee must have at least three years experience in performing the type of service solicited.

A Proposers' Conference will be held on **Monday, January 7, 2008, at 10 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, January 23, 2008, by 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

December 19, 2007
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The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

A handwritten signature in black ink, appearing to read "William H. Higley". The signature is written in a cursive, flowing style.

WILLIAM H. HIGLEY
Deputy Director

JA

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
VIDEO DISTRIBUTION SYSTEM FOR
THE TRAFFIC MANAGEMENT SYSTEM
(2007-IT033)



Approved December 20, 2007
Donald L. Wolfe
Director of Public Works

By: William H. Hylleberg
Deputy Director

REQUEST FOR PROPOSALS
FOR
VIDEO DISTRIBUTION SYSTEM FOR THE TRAFFIC MANAGEMENT SYSTEM
(2007-IT033)

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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Overview

The County of Los Angeles ("County"), by and through its Department of Public Works ("Public Works"), is issuing this Request for Proposals ("RFP") to identify a qualified contractor to develop and implement a stand-alone video distribution system ("VDS") which will be used to transmit and share live video data from closed circuit television cameras on various streets throughout the County. The VDS will distribute live video data from a mixture of fixed view cameras (including those commonly used for video detection ["detection cameras"] at traffic signals), and adjustable-view cameras with remote real-time control of pan, tilt, and zoom functions ("PTZ Cameras").

All distributed video will be digital (in Motion JPEG, MPEG-4, or other suitable compressed format), and will be viewed primarily in a web browser over a variety of communications links with nominal capacities ranging from around 300 Kbps to 100 Mbps as set forth in Exhibit F (Functional Specifications). Remote control of PTZ Cameras is required. Video recording is not required initially; however, the option to add this capability in the future is desirable.

The concept of operations for the VDS is as follows:

Personnel in any city within the County of Los Angeles that participates in this project (a "City") who wish to view a camera image to observe field conditions from their computer/workstation (hereinafter individually referred to as an "operator") will click on a camera icon on a map or a camera name in a list to activate the display of the video feed from that camera. If the camera is a PTZ Camera, they will have the capability to use on-screen controls to achieve the desired field of view.

An operator shall be able to view the video and control the PTZ Camera from any computer with an Ethernet connection. This will be provided via a connection directly to the video distribution network, or indirectly via an Internet (or other wide-area network) connection from the operator's computer to the video distribution network. Video will be viewed and controlled via a web-page using popular web browser, including Microsoft Explorer, Netscape Navigator, and Mozilla Firefox as described in Exhibit F (Functional Specifications) so as to avoid limiting system access to computers with pre-installed software. The video

feed will be viewable within five seconds after the camera is selected as set forth in Exhibit F (Functional Specifications).

In addition, any operator will also have the capability to view/control a PTZ Camera that is outside its jurisdiction. For example, the camera may be at an intersection on the boundary between adjacent jurisdictions, or the operator may need to check traffic conditions within a neighboring jurisdiction to predict the impact on the operator's own City intersections.

It is estimated that up to six operators may be viewing the same camera simultaneously in the initial implementation. Each City may have multiple operators, and the estimated total number of operators from all involved Cities is estimated to be not greater than 30 in the initial implementation, but could be much greater in a future expansion of the system. An operator should also have the capability to view multiple cameras simultaneously. Software licenses for the system shall not limit the number of simultaneous users.

The quality of the video as viewed by an operator will vary depending on the minimum communications bandwidth involved in its delivery, such as the bandwidth of the operator's link to the Internet.

PTZ Cameras will be programmed with presets. Operators may use such presets when operating their own City cameras and when operating a camera owned by another City. After choosing a preset, the operator will be able to refine the field of view using individual pan, tilt, and zoom controls. Due to the detection cameras cannot be controlled by an operator, the camera controls of the VDS will be intuitive and will only be included on PTZ Cameras so as to avoid operator confusion. Also, should a City desire to prohibit control of a PTZ Camera, the VDS will restrict camera controls in this instance. Camera controls will be absent from the user interface for view-only cameras.

Operators will control a PTZ Camera by an on-screen action, such as moving a cursor or clicking on a control icon. This process should be easy to operate and provide minimal latency (time delay) between the time that the operator commences the control action and the time that the video display shows the resulting change in the camera's field of view.

Operators in different Cities will use the VDS's control locks and overrides to manage conflicts between simultaneous users. Any operator, from any City, will be able to apply a control lock to maintain exclusive control, but only an operator within a City where a particular camera is located will be able to override such a lock to take control, whenever needed.

There are no current plans to make the video available to the public as traveler information, although this may be desired at some time in the future. The Cities may also wish to expand the system to support many more cameras and many

more City users in the future. Cities may wish to select from multiple manufacturers of video encoders, requiring the system to use popular standards for video compression.

The VDS should have the capacity to accommodate at least 300 cameras at each server without degradation of video quality as forth in Exhibit F (Functional Specifications).

B. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** **Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning the RFP contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in Public Works not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this RFP through a written addendum to this RFP which will be issued to all who attended the Proposer's Conference.

C. Contract Analyst

All communication with County regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Jeanette Arismendez
P.O. Box 1460
Alhambra, California 91802-1460

E-mail: jarismen@dpw.lacounty.gov
Telephone: (626) 458-4050
Facsimile: (626) 458-4194

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the contract analyst named in the Notice of Request for Proposals and above, regarding this RFP, the County, in its sole determination, may disqualify its proposal from further consideration.

D. Proposal Requirements and Contract Specifications

1. Proposers who wish to contract with the County may respond to this RFP by submitting a proposal in the form described in the following sections and attachments. Proposers are instructed to carefully read the terms, requirements, specifications, and conditions of, and the attachments and exhibits to, this RFP.
2. Requirements for proposals are explained in Part I of this RFP.
3. The Contract Specifications are fully described in Part II (Sample Agreement) of this RFP, including Exhibit A (Additional Terms and Conditions) and Exhibit B (Statement of Work) thereto. Proposers are also requested to review Attachment 1 (Policy on Doing Business with Small Business), Attachment 2 (Debarred Vendors Report), and Attachment 3 (County of Los Angeles Lobbyist Ordinance) to this RFP.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

E. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II (Sample Agreement) of this RFP and Exhibit A (Additional Terms and Conditions) thereto, also apply to the interpretation of this RFP.

F. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

G. Greater Avenue for Independence/General Relief Opportunity for Work Program

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance with such requirements on Form PW-10 (GAIN/GROW Employment Commitment).

H. Child Support Compliance Program

Proposers shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees, comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (County Code Chapter 2.202).

I. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Sample Agreement. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small

businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Form PW-3 (Contractor Employee Jury Service Program Application for Exception and Certification Form) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

J. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

K. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1 (Verification of Proposal). Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

L. Transitional Job Opportunities Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their proposal response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

M. Local Small Business Enterprise Preference Program

1. In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise ("Local SBE"), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so by using Form PW-9 (Request for Local SBE Preference Program

Consideration and CBE Firm/Organization Information). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by the Office of Affirmative Action Compliance (OAAC) as meeting the requirements with OAAC set forth in 1 and 2 above. Certified Local SBE's must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE. Additional information can be found at <http://oaac.lacounty.gov/sbemain.shtml> or by calling (213) 974-0972.

2. Information about the State's small business enterprise certification regulations is contained in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be presented in the sequence, with the content, and tabbed in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Proposal as nonresponsive:

1. Title Page

The Title page shall show the Proposer's name, project title, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the Proposal.

3. Letter of Transmittal

The Letter of Transmittal shall be signed by a person legally authorized to enter into the Contract for the Proposer. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4. Experience

A comprehensive description of the Proposer's capabilities shall describe/include, in sufficient detail and scope, to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the minimum requirements and the evaluation criteria (Part I, Section 4.D, Evaluation Criteria):

- Background;
- Organization (provide a chart or outline of the firm's organizational structure); and
- Specific information regarding length and quality of experience providing services of the type described in these Specifications. (**See Part I, Section 4.D, Evaluation Criteria**). Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors.

5. Work Plan

Proposer's work plan shall describe/include the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit B (Statement of Work). These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

6. Equipment

Description of the equipment to be provided by the Contractor in accordance with Exhibit B (Statement of Work), including manufacturer, model number, and technical specifications. Also, describe the security features or components that the equipment offers to protect itself against compromise. In addition, the description shall include detailed information regarding any limitations associated with licensing or hardware based upon:

- a. The number of cameras connected to the system, or server, as applicable;
- b. The number of users of the system;
- c. The number of camera images which an individual user may view simultaneously; and
- d. The number of users who may view the same image simultaneously.

7. Subcontractor

If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

8. Financial Statements

Submit copies of the proposing entity's financial statements, which have been prepared by a certified public accountant for the most current three full fiscal years. All the financial statements submitted shall be prepared in accordance with General Accepted Accounting Principles ("GAAP"). Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement, and statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. If audited statements are available, these shall be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.M, Disclosure of Contents of Proposals.

9. Insurance

Submit proof of current, valid insurance coverage that meets the requirements of this RFP or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract.

10. Proposer's Forms List

Complete and submit the following forms which are included in the RFP package:

- | | |
|-------|--|
| PW-1 | Verification of Proposal; |
| PW-2 | Schedule of Prices; |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form; |
| PW-4 | Contractor's Industrial Safety Record; |
| PW-5 | Conflict of Interest Certification; |
| PW-6 | Project Reference List; |
| PW-7 | Proposer's Equal Employment Opportunity Certification; |
| PW-8 | List of Subcontractors; |
| PW-9 | Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form; |
| PW-10 | GAIN/GROW Employment Commitment; |
| PW-11 | Transmittal Form to Request an RFP Solicitation Requirements Review; |
| PW-12 | Charitable Contributions Certifications; |
| PW-13 | Transitional Job Opportunities Preference Application (Submit only if requesting preference.); and |
| PW-14 | Specifications Questionnaire. |

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's proposal to disqualification, at the sole discretion of the County.)

11. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Proposer's Equal Employment Opportunity Certification;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN/GROW Employment Commitment Form; and
- PW-12 Charitable Contributions Certifications.

12. Transitional Job Opportunities Preference Program

If the Proposer seeks to be certified by Public Works as a Transitional Job Opportunity vendor and have the Transitional Job Opportunities Preference applied to their Proposal, please provide the requested information outlined in Part I, Section 1.L, Transitional Job Opportunities Preference Program.

13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the Proposal labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with four complete sets (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Proposal submission deadline. Delayed and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District of the County.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County based on this RFP, including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these Specifications, both in general and in detail, any drawings attached, and any additional communications sent and makes this Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept in full payment for work actually done at the prices shown in Form PW-2 (Schedule of Prices). It is understood and agreed that the quantities set forth in Form PW-2 (Schedule of Prices) and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission set forth in the Notice for Request for Proposals upon presentation of a written request to the Director of Public Works signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

D. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 180 days following the deadline for submission of Proposals.

E. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals that, in the judgment of the Board/Director, are not in the best interests of the County/Public Works/Special Districts. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the Proposal may be rejected as unauthorized and nonresponsive.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

F. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility.

G. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record (Form PW-4) provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility.

H. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

I. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on Form PW-8 (List of Subcontractors). The use of subcontractors shall be subject to Public Works approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Disqualification of Proposers

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsiveness and/or nonresponsibility.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, plainly marked as "trade secret," and deemed excluded from disclosure under the California Public Records Act. Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

N. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this RFP shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's signature on the Proposal is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer to fully comply with the County Lobbyist Ordinance may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility. (Attachment 3)

O. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

P. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of

subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; or (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; or (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of contractors on County contracts.

Q. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity

or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Contractor Hearing Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L (Safely Surrendered Baby Law) of Part II (Sample Agreement) of this RFP and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

B. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Board for consideration and possible approval
2. The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.
3. The County reserves the sole right to judge the Proposer's written and oral representations.
4. The County may make on-site inspections of Proposer's current jobs.
5. The County, in its sole discretions, may elect to waive any informality in a proposal if the sum and substance of the proposal is present.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

C. Initial Review

Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer shows an ability to meet insurance requirements outlined in Section 13 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) to Part II (Sample Agreement) of this RFP.
2. Proposer and any subcontractors have met the requirements of Form PW-10 (GAIN/GROW requirements).
3. Proposer and any subcontractors have completed and submitted Form PW-12 (Charitable Contributions Certification).

4. Proposer and any subcontractors have submitted Form PW-3 (Jury Service Program Application for Exception and Certification Form) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
5. Proposer must have experience in deploying a minimum of three Video Distribution Systems (VDS) for the communications between closed circuit television cameras (CCTV) and VDS and central facility (Traffic Management Center or other control center). In addition, Proposer and managing employee must have at least three years experience in performing the type of service solicited.

Proposers who do not possess the required experience at the proposal deadline date will be disqualified as nonresponsive.

6. Proposer and any subcontractors have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2 (Schedule of Prices).
7. Proposer is signed in as attending the Proposers' Conference.
8. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

D. Evaluation Criteria

Proposals passing the first step will be evaluated based on the following criteria:

1. Proposed Price (30 points)

The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the contract term. The lowest Total Proposed Annual Price quoted in Form PW-2 (Schedule of Prices) will receive the full weight of this evaluated item (30 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (30 points). The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

- Should one or more of the Proposers qualify for the Transitional Job Opportunities Preference, the price component points will be determined as follows: Five percent (5%) of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change a

Proposer's payment, which will be based on the Proposer's bid amount.

- Should one or more of the proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be determined as follows: Five percent (5%) of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change a proposer's payment, which will be based on the Proposer's bid amount.

2. References (15 points)

Public Works will check at least **three** of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to County departments. Proposer may receive up to a maximum of 5 points for each responding reference up to a total of three responding references. Proposer's project references (Form PW-6, Project Reference List) for all contracts with the County during the previous three years must be listed. Public Works reserves the right to utilize any reference of Proposer, County, or other, listed or not listed. In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts. Significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County contract(s), as documented by either the County's Quality Assurance Plan's annual contractor evaluation or by an unfavorable reference, may result in a low or zero score for this evaluation category. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works requests for information.

3. Experience (25 points)

Proposer and its managing employee must have a minimum of three years' experience performing the type of service solicited. In addition, the Proposer's on-site supervising employee must have at least three years' experience performing the service solicited. Failure to demonstrate the

minimum lengths of experience performing the service will result in rejection of the Proposal as nonresponsive.

The evaluators may award a maximum of 20 points for the quality and quantity of experience of the Proposer, its key personnel, and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.4), and any other relevant information. The evaluators may consider the safety record of the Proposer and any subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

4. Financial Resources (5 points)

The Proposal may be submitted to Public Works financial staff for comments and/or evaluation to assist the evaluators. The Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can perform the work throughout the term of the proposed contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

5. Work Plan (25 points)

Scoring of the Proposer's detailed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements as set forth in Exhibit B (Statement of Work); demonstrates creativity and innovation that exceed the minimum requirements of the statement of work service to Public Works; and exceeds a workmanlike level of quality in the service and work product produced. The evaluation committee may make this determination from all relevant information presented or obtained, which may include, but is not limited to, Proposer's written Work Plan, staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit B (Statement of Work). These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

6. Optional Interview

The County may, at its option, invite one or more Proposers to make a presentation and/or participate in an interview before a final selection is made. Evaluation criteria for presentations and interviews are the same as those for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in Section 4.D (Evaluation Criteria) of Part I of this RFP.

7. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

E. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in Section 4.D (Evaluation Criteria) of Part I of this RFP. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers.

F. Award of Contract

The County reserves the right to award the contract to the highest rated Proposer based on the evaluation criteria outlined in Section 4.D (Evaluation Criteria) of Part I of this RFP, and whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage (and original performance bond, if required) within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

SECTION 5 PROTEST POLICY

A. Protest Process

1. Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. The Proposer challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements;
- Review of a Disqualified Proposal; and
- Review of Public Works' Proposed Contractor Selection.

C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting a completed Form PW-11 (Transmittal Form to Request an RFP Solicitation Requirements Review), along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFP.
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Proposer; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.
5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the Proposal due date.

D. Place to Submit Requests for Review

All Requests for a Solicitation Requirements Review should be submitted to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Jeanette Arismendez
900 South Fremont Avenue
Alhambra, CA 91803
Facsimile: (626) 458-4194

E. Disqualification Review

1. A proposal may be disqualified from consideration because Public Works determined it was a nonresponsive proposal at any time during the evaluation process. If Public Works determines that a proposal is disqualified due to nonresponsiveness, Public Works will notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
 - a. The firm/person requesting a Disqualification Review is a Proposer;
 - b. The request for a Disqualification Review is submitted timely; and
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.
- c. If the Proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Proposer may submit a written request for a Proposed Contractor Selection Review if it asserts that its Proposal should have been determined to be the highest-scored Proposal but was not because of one of the following reasons:
 - i. Public Works materially failed to follow procedures specified in the RFP. This includes:
 - (1) Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Proposals specified in the RFP.
 - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFP.

- ii. Public Works made identifiable mathematical or other errors in evaluating Proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
 - iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

- 1. If the Proposer is not in agreement with the results of Public Works Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.
- 2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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TABLE OF FORMS

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ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

| | | | |
|---|---|--|-----------------------|
| DATE: , 2007 | | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: | |
| 1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES. | | | |
| 2. NAME OF SERVICE: VIDEO DISTRIBUTION SYSTEM FOR TRANSIT MANAGEMENT SYSTEM (2007-IT033) | | | |
| DECLARANT INFORMATION | | | |
| 3. NAME OF DECLARANT: | | | |
| 4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). | | | |
| 5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: | | | |
| PROPOSER INFORMATION | | | |
| 6. Proposer's full legal name: | | | Telephone No.: |
| Address: | | | Fax No.: |
| e-mail: | County WebVen No.: | IRS No.: | Business License No.: |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): | | | |
| County(s) of Registration: | | State: | Year(s) became DBA: |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE): | | | |
| <input type="checkbox"/> Sole proprietor | Name of Proprietor: | | |
| <input type="checkbox"/> A corporation: | Corporation's principal place of business: | | |
| | State of incorporation: | | Year incorporated: |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | President/CEO: | | |
| | Secretary: | | |
| <input type="checkbox"/> A general partnership: | Names of partners: | | |
| <input type="checkbox"/> A limited partnership: | Name of general partner: | | |
| <input type="checkbox"/> A joint venture of: | Names of joint venturers: | | |
| <input type="checkbox"/> A limited liability company: | Name of managing member: | | |
| 9. The only persons or firms interested in this proposal as principals are the following: | | | |
| Name(s) | Title | Phone | Fax |
| Street | City | State | Zip |
| Name(s) | Title | Phone | Fax |
| Street | City | State | Zip |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____ | | | |
| 11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____ | | | |
| 12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____ | | | |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. | | | |
| 14. CHECK ONE: | <input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true. | | |
| I declare under penalty of perjury under the laws of California that is true and correct. | | | |
| Signature of Proposer or Authorized Agent: | | | Date: |
| Type name and title: | | | |

SCHEDULE OF PRICES**FOR****VIDEO DISTRIBUTION SYSTEM FOR TRANSIT MANAGEMENT SYSTEM (2007-IT033)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

| DESCRIPTION | TOTAL PROPOSED PRICE |
|---|----------------------|
| Video Distribution System for the Traffic Management System | |

| | | |
|---|-----------------------------------|--------------|
| LEGAL NAME OF PROPOSER | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
| TITLE OF AUTHORIZED PERSON | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| PROPOSER'S ADDRESS: | | |
| PHONE | FACSIMILE | E-MAIL |

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|------------------------------|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| (Type of Goods or Services): | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: VIDEO DISTRIBUTION SYSTEM FOR TRANSIT MANAGEMENT SYSTEM (2007-IT033)
 SERVICE BY PROPOSER _____
 PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2002 | 2003 | 2004 | 2005 | 2006 | Total | Current Year to Date |
|---|------|------|------|------|------|-------|-------------------------|
| 1. Number of contracts. | | | | | | | |
| 2. Total dollar amount of Contracts (in thousands of dollars). | | | | | | | |
| 3. Number of fatalities. | | | | | | | |
| 4. Number of lost workday cases. | | | | | | | |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | | | | | | | |
| 6. Number of lost workdays. | | | | | | | |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) _____

Signature _____

Date _____

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

 of _____
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

PROJECT REFERENCE LIST

PROPOSED CONTRACT FOR: VIDEO DISTRIBUTION SYSTEM FOR THE TRAFFIC MANAGEMENT SYSTEM (2007-IT033)

Provide a comprehensive reference list of all contracts for the specified PROJECT AND VALUE provided by the Bidder during the previous five years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

All contracts with the County during the previous five years must be listed.

State experience deploying a minimum of three Video Distribution Systems (VDS) for the communications between closed circuit television cameras (CCTV) and VDS and central facility (TMC or other control center). For each VDS or project reference, supply agency name, contact name and phone number, size and description of Bidder's VDS deployment there, contract completion date, and approximate contract value.

| | |
|--------------------|--------|
| PROJECT AND VALUE: | DATES: |
| DEPT/COMPANY: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |

| | |
|--------------------|--------|
| PROJECT AND VALUE: | DATES: |
| DEPT/DISTRICT | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |

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| PROJECT AND VALUE: | DATES: |
| DEPT/ COMPANY | |
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| PROJECT AND VALUE: | DATES: |
| DEPT/DISTRICT | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |

PROJECT REFERENCE LIST

All contracts with the County during the previous five years must be listed.

State experience deploying a minimum of three VDS for the communications between CCTV locations and a central facility (TMC or other control center) whereby the video and camera control are both transmitted together using wireless technology.

| | |
|--------------------|--------|
| PROJECT AND VALUE: | DATES: |
| DEPT/COMPANY: | |
| CONTACT: | |
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| PROJECT AND VALUE: | DATES: |
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| PROJECT AND VALUE: | DATES: |
| DEPT/COMPANY | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
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PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| | | |
|----|---|---|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self- analysis or utilization analysis of its work force. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input type="checkbox"/> YES <input type="checkbox"/> NO |

Authorized representative

Signature

Date

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

| | |
|--|--|
| <input type="checkbox"/> I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| <input type="checkbox"/> I AM | |
| <input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. | |

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: | <input type="checkbox"/> Sole | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Franchise | |
|--|--|--------------------------------------|--------------------------------------|------------------------------------|------------------------------------|--------|
| <input type="checkbox"/> Other (Please Specify): | | | | | | |
| Total Number of Employees (including owners): | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
| | | | | | |
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| | | |
|-----------------------|--------|-------|
| Authorized Signature: | Title: | Date: |
| | | |

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|-----------|-------|
| Signature | Title |
| Firm Name | Date |

TRANSMITTAL FORM TO REQUEST AN ~~REP~~ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

| | |
|----------------|------------------|
| Proposer Name: | Date of Request: |
| Project Title: | Project No. |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

 Signature

 Date

 Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

| | | |
|------------------|--------|-----------|
| COMPANY NAME: | | |
| COMPANY ADDRESS: | | |
| CITY: | STATE: | ZIP CODE: |

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

Vendors wishing to contract with Public Works for this system must complete this questionnaire. A contract may be awarded to the lowest bidder who offers to fully comply with the specifications or who offers a substantially equivalent item or performance that is acceptable to Public Works (in the sole discretion of the Director or designee).

“FULL COMPLIANCE” INDICATES THAT VENDOR ACCEPTS AND CAN PERFORM THE SPECIFICATION AS SET FORTH IN ITS ENTIRETY IN THE REQUEST FOR PROPOSALS DOCUMENT, WHETHER ITEMIZED IN THIS QUESTIONNAIRE OR NOT. PARAPHRASE, ABBREVIATION, OR OMISSION OF SPECIFICATIONS IN THIS QUESTIONNAIRE DOES NOT LIMIT THE CONTRACTOR'S OBLIGATION TO FULLY PERFORM EACH SPECIFICATION SET FORTH IN EXHIBIT B.

| Specification | Full Compliance | Substantial Performance (Justification Required) |
|--|---|--|
| FUNCTIONAL | | |
| 1. The system shall distribute streaming digital video over the Internet and Los Angeles County and affected Cities' agency-owned wide area networks using the Internet Protocol, and Ethernet interfaces to user computers. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 2. The system shall be capable of digitizing and compressing (collectively referred to as encoding) National Television Standards Committee (NTSC) camera output. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 3. Video encoding of camera images shall take place close to the camera, using video encoder units that are physically separate from the camera. (The intent is to install standalone video encoders in the roadside cabinet adjacent to a camera. Future cameras may have integrated encoders.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 4. The system shall support use of video encoders from at least three different manufacturers. (The intent is to allow for competitive procurement of encoders and protection from obsolescence or loss of manufacturer support for a particular encoder.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

| | | |
|--|---|--|
| 5. Where the feed from up to four fixed cameras are available in the same roadside cabinet, the encoder used for such a group of cameras shall be a single physical unit capable of encoding all four cameras simultaneously with the same video output quality as if only one camera were being encoded. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 6. The system shall avoid trans-coding, or decoding and re-encoding, of video if that will noticeably degrade the quality of the video otherwise available to users, or if that will noticeably increase latency. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 7. The system shall not require manual downloading of any plug-in or other software. (If any plug-in or other software is required, it shall be automatically downloaded without the user needing administrator's privilege or having to initiate or manage such download or subsequent installation on startup. This requirement does not require overriding normal security warnings prior to automatic downloads that a user or their system administrator may require via configuration of their web browser, operating system, network connection, or other component of their computing environment beyond the control of the video distribution system. However, only one download that initiates such a third-party user warning shall occur per user session, regardless of how many different cameras are viewed during that session.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 8. The system shall enable a user with appropriate privileges to add cameras and users, and enter configuration data for each. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 9. For each camera, the system shall be configurable to allow all or any subset of users to view that camera. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

| | | |
|---|---|--|
| 10. For each controllable camera, the system shall be configurable to allow all or any subset of users to control that camera (e.g., activate presets, pan, tilt, and zoom) in addition to being able to view it. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 11. The system configuration mechanism shall enable different users and different cameras to be associated by different sets of privileges. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 12. The system shall have the option to require a user to enter a name and password to prevent unauthorized use. Please note that the user security data will be stored in the database. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 13. The system shall have the option to allow view-only access without the user having to enter a user name and password. (This enables future use by the public.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 14. The system shall include an on-screen street map with a clickable icon for each camera. The vendors shall consider the use of County mapping applications. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 15. The system shall allow a camera to be selected for viewing, and control if available, by clicking on an icon for that camera. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 16. The system shall enable a user to access an on-screen list of clickable text strings each being associated with a camera and showing the street names and/or any other information needed to uniquely identify the camera location. A web page containing the list will be automatically updated when cameras are added or removed from the system. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| 17. The system shall provide on-screen controls for cameras with remote control capabilities, enabling the user to easily select a preset camera position or to interactively apply pan, tilt and zoom actions. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 18. The system shall enable the user to select a camera preset from a list of preset names. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 19. The system shall provide view-only capabilities for users who do not have control privileges for the selected camera or the selected camera has no remote control capabilities. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 20. The system shall enable authorized users to set and name camera presets. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 21. The system shall provide a convenient means for the user to terminate any currently displayed camera feed without interruption of other camera feeds. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 22. The system shall have the option for each user (or user group) to be assigned a maximum viewing time, after which the feed from any camera is automatically terminated. (The intent is to avoid wasted bandwidth consumption by cameras no longer in use but inadvertently not terminated by the user. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 23. The system shall notify the user of impending timeout of viewing time to enable the user to refresh the timer without interruption to the feed.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 24. Prior to viewing images, the system shall allow users to choose between high and low quality feeds, if available. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| 25. The system shall gracefully handle a request for a feed that requires a bandwidth greater than that available, such as by displaying a message to the user indicating the reason for the feed being unavailable. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 26. The system shall allow an authorized user, as part of system configuration, to determine the quality and approximate bandwidth requirement of each alternative feed to be made available for each camera, with such parameters potentially being different for different cameras. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 27. The system shall be configured to provide security from unauthorized access. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 28. The system shall allow a user to capture and electronically store individual video frames as snapshot still images. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance.) |
| 29. The system shall allow the latitude and longitude of a camera to be manually entered as part of camera configuration data to support automatic placement of camera icons. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 30. The system shall provide a means to export configuration data for use in manual or automatic generation of third party web pages that provide a clickable icon for each camera. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 31. The system shall enable a user to lock a camera while in use, to prevent other users moving that camera. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 32. If camera locking is supported, users viewing a locked camera shall be informed of the ID of the user that has the camera locked. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| 33. If camera locking is supported, the system shall provide a timeout feature to automatically unlock a camera after a configurable period of inactivity. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 34. If camera locking is supported, the system shall allow camera control locks to be overridden by authorized users, where different users can be given this privilege for different cameras. (A scheme involving different priority levels for different users is also acceptable.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 35. The system shall allow remote control of the camera iris and focus, including turning automatic control on and off. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 36. The system shall monitor the health of video sources (encoders) and when needed, inform a user attempting to view the associated camera that the source has failed, and if feasible, the nature of the failure. (As a minimum, the source will be monitored for absence of a video feed.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 37. The system shall monitor the connectivity (accessibility) of video sources (encoders) on the network and when needed, inform a user attempting to view the associated camera that the source is not accessible on the network. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| TECHNICAL | | |
| 1. Video encoders shall have an operating temperature range of at least zero to 60 degrees Celsius. (It is desirable that encoders adhere to the National Electrical Manufacturer's Association TS2 Specification's upper temperature range limit of 74 degrees Celsius.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| 2. The system shall use a popular, well-supported video compression standard such as Motion JPEG, MPEG-4, or H.264. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 3. The system shall use a normal web browser on users' computers and shall not require users' computers to have other software pre-installed. (One or more small software modules may be dynamically and automatically loaded on a user's computer as part of the video feed retrieval process.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 4. The system shall not perform any automatic download of a plug-in or similar enabling software that requires more than ten seconds to download over a 384 kbps link. (In order to meet other requirements, such automatic download may need to be restricted to occurring only the first time a camera is accessed after the user's web browser is started.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 5. The system shall start displaying video within 5 seconds of a user selecting a camera for viewing, except for the first camera selected after the user's web browser is started, which may take up to 15 seconds. (This requirement assumes a network link supporting at least 384 kbps and a typical modern computer not significantly loaded with other applications, so that any delay is primarily in the video distribution system.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 6. The system shall allow users to configure and use the system via popular web browsers including, the Microsoft Internet Explorer web browser, Netscape Navigator and Mozilla Firefox. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 7. The system shall have the capability to establish a minimum of 10 presets for each camera location. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 8. The system shall exhibit a camera control latency of no greater than one second, and desirably well less than one second. (Control latency is measured from the time a camera | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| movement action is initiated (e.g., a mouse click) to the time that the field of view of the on-screen video image is seen to start changing accordingly.) | | |
| 9. The system shall allow a user to view any number of cameras simultaneously, subject only to overall system sizing limits and bandwidth constraints. (It is assumed a user will control only one camera at a time, and a single set of on-screen controls may be provided for all cameras currently being viewed if the user is provided a suitable means of selecting and identifying the camera being controlled.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 10. The system shall impose no inherent limitation on the number of configured cameras. (However, implementation of support for a particular number of cameras may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 11. The system shall impose no inherent limitation on the number of configured users. (However, implementation of support for a particular number of users may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 12. The system shall impose no inherent limitation on the number of cameras that can be viewed simultaneously. (However, implementation of support for a particular number of simultaneous viewed cameras may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| 13. The system shall impose no inherent limitation on the number of users that can view the same camera simultaneously. (However, implementation of support for a particular number of simultaneous feeds-to-users for the same camera may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| <p>14. The system shall avoid licensing schemes that limit the number of authorized viewers or number of simultaneous viewers. (To the extent that an unlimited site license is not feasible, licensing per camera, or per stream from a camera, to a video distribution server (from where it is multicast) is preferred to one that depends on the number of streams from a video distribution server to viewers).</p> | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| <p>15. The system shall use techniques where feasible to minimize the bandwidth required for serving the same camera feed to multiple users, including Internet users, simultaneously. (The objective is to avoid unnecessary duplicate video feeds, especially on low bandwidth links such as leased links to cameras, and to allow use of video encoders that have limited support for multiple simultaneous streams of the same camera. User Datagram Protocol/Internet Protocol (UDP/IP) multicasting using the RFC1054 (Host Extensions for IP Multicasting) standard might not be supported in the network infrastructure, and alternative techniques are therefore desired, such as repeated unicasts from a central server, in addition to or instead of a UDP/IP multicasting option.)</p> | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| <p>16. The system shall provide a minimum quality video display of at least two frames per second to users on communications links with bandwidth as low as 300 kbps. Such display shall occur under all conditions including full-speed panning, with a display resolution of at least 352 x 240 pixels, and no obvious image breakup or other artifacts under any conditions.</p> | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| <p>17. If higher bandwidth communications is available, the system shall take advantage of higher bandwidth communication links to provide better quality video, and full television-quality video.</p> | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
| <p>18. The system shall allow simultaneous distribution of at least two different quality feeds for each camera. (One feed will be a high-quality feed (up to the quality of the feed available from the camera) available to users with a high-bandwidth connection. The other feed will be a lower-quality feed</p> | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

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| <p>available to users with only a low-bandwidth connection, or who wish to conserve available bandwidth. The high-quality feed may consume 2 Mbps or more. The low-quality feed may consume 300 Kbps, or less.)</p> | <p><input type="checkbox"/> Vendor can fully comply with all requirements.</p> | <p><input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance).</p> |
| <p>19. The system shall be initially configured to support at least 300 cameras, at least 30 concurrent users, at least 50 cameras being viewed simultaneously, at least 50 camera feeds (from any number of cameras – involving multiple viewers of the same camera) being viewed simultaneously, and at least six simultaneous feeds-to-users of the same camera. (The simultaneous feeds-to-users for a particular camera may be any mix of the available different bandwidth and quality feeds for that camera, including all being replications of one feed from the camera. Assume the necessary bandwidth is available.)</p> | <p><input type="checkbox"/> Vendor can fully comply with all requirements.</p> | <p><input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance).</p> |
| <p>20. The system shall be configured so that when agency-owned fiber optic cable interconnection between video distribution servers is lost or a video distribution server is not operational, users at any location with network connectivity (including Internet) to a functional video distribution server can continue to access at least those cameras directly connected to an Ethernet switch at the local control center containing that functional server. (The intent is to minimize the impact of component or communication failures, by allowing remote users to directly connect to any of the video servers rather than relying only on interconnection of the servers. Interconnection between servers will be used for high quality feeds to users directly on the fiber network and may be used for other purposes such as load balancing for remote users.)</p> | <p><input type="checkbox"/> Vendor can fully comply with all requirements.</p> | <p><input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance).</p> |
| <p>21. Where feasible, system components connected to the communications network shall support SNMP (Simple Network Management Protocol) and RMON (Remote Monitoring) remote fault monitoring, and the system shall include an appropriate fault management station.</p> | <p><input type="checkbox"/> Vendor can fully comply with all requirements.</p> | <p><input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance).</p> |

SPECIFICATIONS QUESTIONNAIRE

Vendor to complete the most appropriate response:

| | | |
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| 22. The system shall provide automatic and dynamic load balancing between servers to allow the maximum number of cameras to be viewed simultaneously with the minimum number of servers. | <input type="checkbox"/> Vendor can fully comply with all requirements. | <input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance). |
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COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

Vendor Name: ADVANCED BUILDING MAINTENANCE

Alias:

Debarment Start Date: 6/14/2005 **Debarment End Date:** 6/13/2008

Principal Owners and/or Affiliates: Michael Sullivan / Erlinda Sullivan

Vendor Name: G COAST CONSTRUCTION INC.

Alias:

Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012

Principal Owners and/or Affiliates: Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTR

Alias: Inspection Engineering Construction

Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016

Principal Owners and/or Affiliates: Jamal Deaifi

Vendor Name: MTS Advanced Corp.

Alias:

Debarment Start Date: 2/8/2005 **Debarment End Date:** 2/7/2008

Principal Owners and/or Affiliates: Emir Khan / Zulaine Hernandez

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

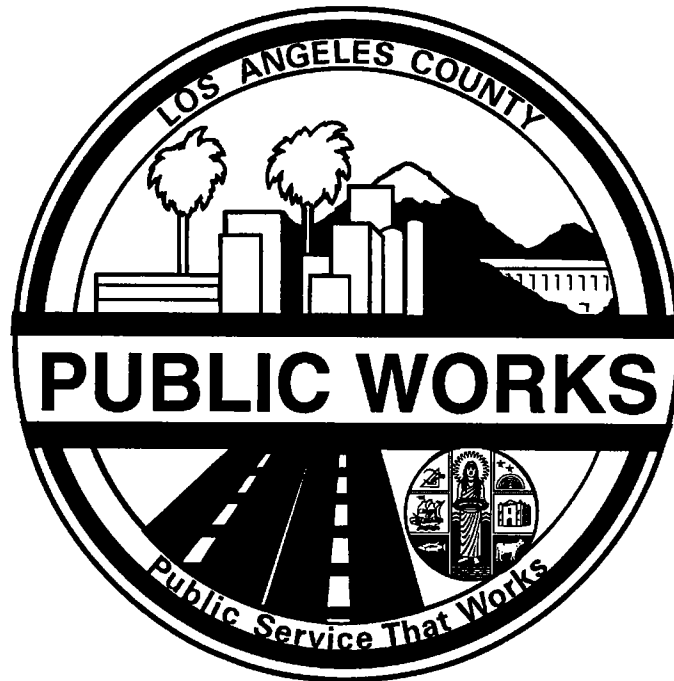
A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

VIDEO DISTRIBUTION SYSTEM FOR THE TRAFFIC
MANAGEMENT SYSTEM (2007-IT033)

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**SAMPLE AGREEMENT FOR
VIDEO DISTRIBUTION SYSTEM FOR
TRAFFIC MANAGEMENT SYSTEM (2007-IT033)**

THIS AGREEMENT is made and entered into on _____, 2008, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic ("County") and [Name of Contractor], a [Form of Entity] ("Contractor").

RECITALS

WHEREAS, County desires to employ a contractor to deliver, implement, and integrate an advanced video distribution system (the "VDS") for the benefit of the County's Department of Public Works (the "Department") and various cities within the County; and

WHEREAS, County has determined that County personnel are not available to provide the special services required for the implementation of the VDS; and

WHEREAS, California Government Code Section 31000 permits the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services; and

WHEREAS, in response to County's Request for Proposals issued with respect to the VDS, Contractor has submitted its proposal to County and desires and is prepared to provide services to County for VDS; and

WHEREAS, Contractor possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide all components of the VDS; and

WHEREAS, Contractor is willing to accept responsibility for performing the services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an Agreement for the design, development and implementation of the VDS.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through N, and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements,

written or oral, and all communications between the parties relating to the subject matter of this Agreement.

- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, service, or other Work or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.2.1. Exhibit A – Additional Terms and Conditions
- 1.2.2. Exhibit B – Statement of Work
- 1.2.3. Exhibit C – Schedule of Deliverables and Payments
- 1.2.4. Exhibit D – Minimum Server and Firewall Requirements
- 1.2.5. Exhibit E – Task/Deliverable Acceptance Certificate
- 1.2.6. Exhibit F – Functional Specifications
- 1.2.7. Exhibit G – Contractors Employee Acknowledgement, Confidentiality & Assignment of Rights
- 1.2.8. Exhibit H – Description of Software
- 1.2.9. Exhibit I – Letter of Credit
- 1.2.10. Exhibit J – Third-Party Software
- 1.2.11. Exhibit K– Internal Revenue Service Notice 1015
- 1.2.12 Exhibit L – Safely Surrender Baby Law Posters
- 1.2.13 Exhibit M – Contractors Proposal
- 1.2.14 Exhibit N – Request for Proposals (Incorporated by reference)

- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

- 1.4 Construction. The words "herein," "hereof," and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes,

attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Additional Services" has the meaning set forth in Paragraph 13.5 (Additional Services).
- 2.2 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.3 "Baseline Software" means Contractor program, as described in Exhibit H (Description of Software). Such Baseline Software is licensed by County pursuant to this Agreement, and is and becomes a component of the System Software.
- 2.4 "Board" means the Los Angeles County Board of Supervisors.
- 2.5 "Change Order" has the meaning set forth in Paragraph 6.2 (Change Order).
- 2.6 "Compatible" or "Compatibility" has the meaning set forth in Paragraph 17 (Minimum System Requirements; Compatibility).
- 2.7 "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.
- 2.8 "Confidential Information" has the meaning set forth in Paragraph 3.1 of Exhibit A (Additional Terms and Conditions).
- 2.9 "Contractor Key Personnel" has the meaning set forth in Paragraph 4.3.3.
- 2.10 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.11 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.12 "Contractor Technical Staff" has the meaning set forth in Paragraph 4.3.3.
- 2.13 "County" has the meaning set forth in the Recitals.

- 2.14 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.15 "Customizations" means: the customizations developed by or on behalf of Contractor for the benefit of County. Such Customizations are and become a component of the System Software.
- 2.16 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.17 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.18 "CSCP certification" has the meaning set forth in Paragraph 29 of Exhibit A (Additional Terms and Conditions).
- 2.19 "Custom Programming Modifications" has the meaning set forth in Paragraph 13.5.1.
- 2.20 "Deficiency" has the meaning set forth in Paragraph 11.1 (Deficiencies).
- 2.21 "Deliverable" means an item identified as a numbered Deliverable in Exhibit B (Statement of Work), as well as the Specifications for any System Hardware, System Software or other materials to be purchased directly by County and not by Contractor.
- 2.22 "Department" has the meaning set forth in the Recitals.
- 2.23 "Deputy Director" means a Deputy Director of the County of Los Angeles Department of Public Works.
- 2.24 "Director" means the Director of the County of Los Angeles Department of Public Works, or his designee.
- 2.25 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.26 "Disabling Device" has the meaning set forth in Paragraph 12.7 of Exhibit A (Additional Terms and Conditions).
- 2.27 "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the VDS, including the System Software.
- 2.28 "Effective Date" means the date the Agreement is executed by all parties and approved by the Board.

- 2.29 "Final Acceptance" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance) and Task 6 (Acceptance Testing and Final System Acceptance) in Exhibit B (Statement of Work).
- 2.30 "Final Acceptance Date" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).
- 2.31 "Go-Live" has the meaning set forth in Paragraph 5.2.1 (Go-Live).
- 2.32 "Go-Live Date" has the meaning set forth in Paragraph 5.2.1 (Go-Live).
- 2.33 "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).
- 2.34 "Hourly Labor Rate" means a fully burdened hourly rate, which includes a blended and allocated average of direct and indirect costs, overhead, administrative expenses, and any other incidental expenses attributable to each personnel hour worked.
- 2.35 "Infringement Claim" or "Infringement Claims" has the meaning set forth in Paragraph 14.1 of Exhibit A (Additional Terms and Conditions).
- 2.36 "Initial Term" has the meaning set forth in Paragraph 7 (Term).
- 2.37 "Interfaces" means the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules which are (a) required to be provided by Contractor as Work under the Statement of Work, or (b) requested by County to be provided by Contractor as Additional Services pursuant to Paragraph 6.2 (Change Order) and Paragraph 13.5 (Additional Services), in each case, which Interfaces are and become a component of the System Software.
- 2.38 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.39 "Jury Service Program" has the meaning set forth in Paragraph 31.1 (Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.40 "License" has the meaning set forth in Paragraph 14.2 (License).
- 2.41 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.2 (Prices and Fees).
- 2.42 "Natural Degeneration" has the meaning set forth in Paragraph 15.1 (Self-Escrow).
- 2.43 "Option Term" has the meaning set forth in Paragraph 7 (Term).

- 2.44 "Pool Dollars" has the meaning set forth in Paragraph 8.3 (Pool Dollars).
- 2.45 "Preapproved Subcontractor" has the meaning set forth in Paragraph 1.2 (Procedure for Subcontracting) of Exhibit A (Additional Terms and Conditions).
- 2.46 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Status Reports by Contractor).
- 2.47 "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created and that enable creation of such code.
- 2.48 "Specifications" means the specifications for the VDS as set forth in this Agreement, the SOW, the Documentation and any approved Change Order, including Custom Programming Modifications.
- 2.49 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.
- 2.50 "System Hardware" means any and all hardware that is required for County to enjoy and exercise fully its rights in respect of the VDS.
- 2.51 "System Software" means the Baseline Software and the computer programs, including Third-Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, which includes the application programs, Customizations and Interfaces, and including any and all Updates, Custom Programming Modifications, extensions, and components provided from time to time.
- 2.52 "System Software Source Code" means all the Source Code for the System Software.
- 2.53 "Task/Deliverable Acceptance Certificate" means the certificate attached hereto as Exhibit E (Task/Deliverable Acceptance Certificate) issued by County upon Contractor's satisfactory completion of the applicable Tasks, subtasks, Deliverables and services in accordance with the requirements, Specifications, and timetables set forth in the Statement of Work.
- 2.54 "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.55 "Tax" and "Taxes" means governmental fees (including license, filing, and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and

property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

- 2.56 "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.57 "Third-Party Software" has the meaning set forth in Paragraph 16 (Third-Party Software).
- 2.58 "Updates" has the meaning set forth in Paragraph 13 (Warranty and Additional Services).
- 2.59 "VDS" means an advanced video distribution system capable of transmitting closed circuit television and vehicle image detection images within and between agencies within the County of Los Angeles using County specified communication protocols and all other Work required by this Agreement and the Statement of Work, including the System Software
- 2.60 "Warranty Period" has the meaning set forth in Paragraph 12.2 and is the period commencing on the Final System Acceptance Date and continuing for 24 months thereafter.
- 2.61 "Work" means any and all Tasks, subtasks, Deliverables, Custom Programming Modifications, Additional Services and other items, materials and services performed, or delivered, by or on behalf of Contractor in order to develop and deliver to County a VDS, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 County Project Director for this Agreement shall be the following person:

County of Los Angeles Department of Public Works
Traffic and Lighting Division
Attention Jane White
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 300-2020
Fax: (626) 979-5319
E-mail: jwhite@dpw.lacounty.gov

- 3.1.2 County will notify Contractor in writing of any change in County Project Director.
- 3.1.3 Except as set forth in Paragraph 6 (Change Notices and Amendments), County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

- 3.2.1 County Project Manager for this Agreement shall be the following person:

County of Los Angeles Department of Public Works
Traffic and Lighting Division
Attention Mr. Ronald Castaneda
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 300-2036
Fax: (626) 979-5319
E-mail: rcastaneda@dpw.lacounty.gov

- 3.2.2 County shall notify Contractor in writing of any change in the name or address of County Project Manager.
- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
- 3.2.4 County Project Manager shall interface with Contractor Project Manager on a regular basis.
- 3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.6 County Project Manager will advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7 County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are

enumerated in this Paragraph 3.2, into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.2.7.

- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

- 4.1.1 Contractor Project Director shall be the following person:

Telephone:

Fax:

Email:

- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 4.1.3 From the Effective Date through the Final Acceptance Date, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly, in person or by phone, to review project progress and discuss project coordination; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such schedule as may be reasonably requested by County Project Director, but not more frequently than monthly.

4.2 Contractor Project Manager

- 4.2.1 The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

Telephone:

Fax:

Email:

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Status Reports by Contractor).

- 4.2.3 From the Effective Date through the Final Acceptance Date, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly, in person or by phone, with County Project Manager; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be reasonably requested by County Project Manager, but not more frequently than monthly.

4.3 Approval of Contractor's Staff

- 4.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, Tasks, and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 4.3.2 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 4.1.1 and 0. County Project Director has the right to approve or disapprove any proposed replacements for the persons set forth in Paragraphs 4.1.1 and 0 as Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such proposed replacement prior to the proposed replacement performing any Work hereunder. County will not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel." Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.
- 4.3.4 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity, especially during any period prior to the Final Acceptance Date.

- 4.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.6 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fluent in both spoken and written English.
- 4.4 Status Reports by Contractor. In order to control expenditures and to ensure the reporting of all Tasks, subtasks, Deliverables, services, and other Work provided by Contractor, Contractor Project Director shall provide County Project Director and County Project Manager with monthly written reports ("Project Status Reports") as described in Task 1.3 (Project Reports) of the SOW.

5. WORK; APPROVAL AND ACCEPTANCE

- 5.1 General. All Tasks, Subtasks, Deliverables, including final Documentation, items, services and other Work provided by Contractor, including Additional Services utilizing Pool Dollars, must be prepared and provided solely as specified under this Agreement and must receive the written approval of County Project Director in order to qualify for payment. In respect of a Documentation Deliverable which is titled "draft" in Exhibit B (Statement of Work), and subject in all instances to any Holdback Amounts, County shall pay Contractor fifty percent (50%) of the invoiced cost allocated to such draft Documentation Deliverable upon Contractor's submission to County of the draft Documentation Deliverable, and the remaining fifty percent (50%) upon County's written approval of the draft Documentation Deliverable, as evidenced by County Project Director's countersignature to the Task/Deliverable Acceptance Certificate. All other Deliverables, including Deliverables titled "final" in Exhibit B (Statement of Work), submitted to County for review and approval shall be approved or disapproved as set forth herein. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit E (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Unless a shorter or longer time period is specified in respect of a particular Task or Deliverable, County Project Director shall endeavor reasonably to approve or disapprove each Task or Deliverables within thirty (30) days of Contractor submitting an applicable Task/Deliverable Acceptance Certificate. Contractor acknowledges that notwithstanding anything herein to the contrary it must

complete all Work required to complete and deliver to County a VDS. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

5.1.1 Optional Work. Notwithstanding the provisions of this Paragraph 5 (Work; Approval and Acceptance), Task 8 (Map Based Web Page) and Task 9 (Additional Components) of Exhibit B (Statement of Work) is an optional Task, and Contractor shall not commence Work on such Task unless and until County and Contractor mutually agree in writing that Contractor shall proceed with such Work. If County Project Director believes in good faith that such Work can be performed and provided for less than the amount set forth for such Task under Exhibit C (Schedule of Deliverables and Payments), County is entitled to request, and the parties thereafter shall negotiate reasonably and in good faith the fixed price payable for such Work. In no event, however, shall County be obligated to pay more for such Work than the amount originally agreed upon under this Agreement.

5.2 Specific Approval and Acceptance.

5.2.1 Go-Live. Contractor shall achieve Go-Live on or before the date that is 32 weeks from the date County issues its notice to proceed under this Agreement. Contractor shall achieve "Go-Live" upon successful completion of all the following: (a) its completion and delivery of all Tasks and Deliverables associated with the Go-Live requirements (including installing, implementing, and testing all System Software) set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases has been verified by Contractor; and (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates (including the Task/Deliverable Acceptance Certificate applicable to Go-Live), of all such Work (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Go-Live Date").

5.2.2 Final Acceptance. Contractor shall achieve Final Acceptance on or before the date that is 44 weeks from the date County issues its notice to proceed under this Agreement, provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). Contractor shall achieve "Final Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks,

Deliverables, services, and testing protocols associated with the Final System Acceptance requirements set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of all such work; (d) all such work has been provided, installed, and operates in County's production environment with no Deficiencies for no less than two (2) thirty (30) day periods following the completion of Task 6 (Acceptance Testing and Final System Acceptance) of Exhibit B (Statement of Work); and (e) County Project Director has provided Contractor with written approval, as evidenced by county's Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

6. CHANGE NOTICES AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.

- 6.1.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 6.1.2 For any change which does not materially affect the Statement of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.
- 6.1.3 Without limiting Paragraph 6.1.4, for any (a) Additional Services, or (b) any other change related solely to the Statement of Work, period of performance, or schedule or amount of payments, and provided such Additional Services or change is to be effected through the use of, and will not exceed, the available Pool Dollars, then in either instance a Change Order shall be mutually agreed upon and executed by both the Director and Contractor Project Director.
- 6.1.4 For any change (a) that materially affects any term or condition in this Agreement, or (b) the cost for which would exceed the Pool Dollars, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.5 Notwithstanding any other provision of this Paragraph or Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board, and/or (ii) prepare and sign Amendments to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.

(i) Such notices of partial or total termination shall be authorized under the following conditions:

(a) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

(b) Director shall obtain approval of Board and County Counsel for any notice.

(ii) Such amendments shall be authorized under the following conditions:

(a) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

(b) The Board has appropriated sufficient funds for purposes of such Amendments.

(c) Director shall obtain approval of County Counsel for any notice.

(iii) Director shall file a copy of all amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.

6.1.6 Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the Statement of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not cause Contractor to fail to achieve Go-Live and Final Acceptance by the dates required therefore, or extend the Term of this Agreement.

6.2 Change Order. Any "Change Order" proposed or executed by the parties shall include, unless waived in writing by County Project Director:

- 6.2.1 A quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures (including labor expenses calculated using the Hourly Labor Rates for personnel time);
 - 6.2.2 An accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
 - 6.2.3 Contractor staff level recommended for completion of the applicable Work;
 - 6.2.4 An estimated personnel hours for completion of the requested Work;
 - 6.2.5 To the extent Custom Programming Modifications are requested, functional System Software Specifications;
 - 6.2.6 Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
 - 6.2.7 If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (i.e., other than the Work requested under the Change Order); and
 - 6.2.8 A description of and Contractor's cost of any applicable hardware, third-party software, or other materials required to complete the requested Work.
- 6.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 6.2.1, shall be valid for ninety (90) days from the date of its submission.
- 6.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 8.1 (General) and Paragraph 10 (Invoices and Payments).
- 6.5 Change Order Audit. County is entitled to audit, in accordance with Paragraph 39 (Records and Audits) of Exhibit A (Additional Terms and

Conditions), Contractor's compliance with Paragraph 6.2 (Change Order) in respect of Work performed pursuant to a Change Order.

7. TERM

The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the Warranty Period, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). County, through action taken by the Board, has the option, upon notice to Contractor no later than fifteen (15) days prior to the end of the then current period of the Term, to extend the term of this Agreement for additional two (2) year periods, which additional periods shall not, in total, exceed four (4) additional years (each an "Option Term"). Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term). As used herein, the "Term" shall mean the Initial Term, and if extended, each Option Term, as the case may be.

8. PRICES AND FEES

- 8.1 General. Attached to this Agreement as Exhibit C (Schedule of Deliverables and Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing through the Term.
- 8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the VDS and all Work, including the System Hardware, System Software and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$_____ (_____ Dollars), or such greater amount as the Board may approve, and shall be allocated as set forth in Exhibit C (Schedule of Deliverables and Payments) which allocation shall include an itemization of the amount to be paid for: (a) license fee for the System Software, (b) Customizations, if applicable, (c) Interfaces, if applicable, (d) System Software implementation, (e) applicable Taxes, (f) Pool Dollars, and (g) applicable Hourly Labor Rates. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule a VDS. Contractor further acknowledges that the

Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's responsibility to design, achieve and timely deliver a VDS. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

8.3 Pool Dollars. Exhibit C (Schedule of Deliverables and Payments) includes the aggregate pool dollars available for Change Orders or for the purchase by County of Additional Services in accordance with Paragraph 13.5 (Additional Services) (collectively, "Pool Dollars"). Contractor acknowledges that, as of the Effective Date, no Change Orders have been executed and no Additional Services have been requested by County.

8.4 Delivery of System Software; Taxes.

8.4.1 Contractor agrees that all System Software and Documentation, including all Updates and Custom Programming Modifications, shall be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation, training materials, or Warranty Services on magnetic, optical, print or other tangible media under this Agreement.

8.4.2 County acknowledges that the amounts payable by County to Contractor under this Agreement do not include Taxes for products or services provided by Contractor hereunder. County shall be solely responsible for any Taxes, other than Taxes based on Contractor's income or gross revenue, properly charged or assessed on amounts payable thereunder by County to Contractor, except that Contractor acknowledges that it is responsible for any Tax liability arising as a result of Contractor's breach of any obligations under this Agreement, including this Paragraph 8.4 (Delivery of System Software; Taxes).

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement,

then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 5 (Work; Approval and Acceptance). Except with regard to Documentation Deliverables which are titled "draft" in Exhibit B (Statement of Work), which shall be invoiced as described in Paragraph 8.1 (General), Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. County will endeavor reasonably to process each invoice received from Contractor within thirty (30) days. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works
Fiscal Division, 7th Floor
Accounts Payable Section
P.O. Box 7508
Alhambra, CA 91803-7508

10.3 Detail. Each invoice submitted by Contractor shall include:

10.3.1 The Tasks, subtasks, Deliverables, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Order, as applicable, for which payment is claimed.

10.3.2 A copy of all applicable Task/Deliverable Acceptance Certificates.

10.3.3 If the invoice is for Additional Services or any other Work for which Pool Dollars will be utilized, a copy of the applicable Change Order, executed by the applicable representative of County, a copy of the

Task/Deliverable Acceptance Certificate evidencing County's approval of such Work, and any additional supporting documentation reasonably requested by County. The invoice further shall include the cumulative amount of Pool Dollars charged to County to date, and the remaining Pool Dollars available for use in connection with future Additional Services or other Change Orders.

- 10.3.4 If applicable, the amount due under Task 1 (Project Management) of Exhibit B (Statement of Work), which shall be the lesser of: (i) the maximum amount for Task 1 as enumerated in Exhibit C (Schedule of Deliverables and Payments), or (ii) the total cost of Work performed for the invoiced period. The total cost of Work performed shall be calculated by multiplying the amount of hours worked by the applicable Rates set forth in Attachment 2 (Contractor's Applicable Hourly Labor Rates) to Exhibit C (Schedule of Deliverables and Payments).
- 10.3.5 Indication of the maximum amount remaining under Task 1 (Project Management) of Exhibit B (Statement of Work), which shall equal: (i) the maximum amount available for Task 1 as enumerated in Exhibit C (Schedule of Deliverables and Payments), less (ii) the cumulative cost accrued for Work performed under Task 1 (Project Management) of Exhibit B (Statement of Work) to date.
- 10.3.6 Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.
- 10.3.7 Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 10.8 (Credits to County).
- 10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except with regard to Documentation Deliverables which are titled "draft" in Exhibit B (Statement of Work), which shall be invoiced as described in Paragraph 8.1 (General), which shall be invoiced as described in Paragraph 10.2 (Submission of Invoices), no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work will be made under this Agreement.
- 10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within fifteen (15) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) days of receipt of

the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Holdbacks. County will hold back ten percent (10%) of the amount of each invoice approved by County pursuant to Paragraph 10 (Invoices and Payments) and ten percent (10%) of the amount of each invoice for Additional Services approved by County under Paragraph 13.5 (Additional Services) (collectively, the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor upon the first working day following the expiration of the Warranty Period, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (County's Right to Withhold), 10.8 (Credits to County), and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder.

10.8 Credits to County

10.8.1 In an increasingly mobile society, it is critical to improve traffic flow through multiple jurisdictions within the County of Los Angeles in an effort to enhance mobility, relieve traffic congestion and increase air quality. To meet these goals, County is implementing a Countywide information exchange network that will provide continuous monitoring of traffic conditions and traffic signal operations, as well as enable traffic signal timing to be controlled and coordinated remotely to adjust to actual traffic conditions. It will also allow for the exchange of traffic data and information among different agencies within the County of Los Angeles. One component of this data exchange involves the distribution of camera images across multiple jurisdictions. The VDS is said component of the information exchange network, and is being administered by County for the unincorporated areas of the County of Los Angeles as well as certain agencies within the County. Because many agencies need to be brought online in a timely manner, time is of the essence to implement the VDS. Any delay in the completion and delivery of the VDS decreases the efficiency and value of both the VDS and the information exchange network. County and Contractor have identified the key Deliverables set forth in Paragraph 10.8.3, Contractor's timely completion and delivery of which will ensure County receives, and

is able to implement, the VDS in a timely fashion, and therefore improve mobility, relieve traffic congestion and enhance air quality in the County of Los Angeles. If Contractor fails to complete and deliver such Deliverables by the dates set forth in Paragraph 10.8.2, it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the VDS in a timely manner, and therefore decreases County's ability to use the VDS to achieve its goals.

10.8.2 County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the following Tasks:

- (i) Deliverable 5a Installed VDS per Project requirements and as defined in Task 3 Work Plan; .and
- (ii) Task 6.b – Final Acceptance Test Report.

10.8.3 Such credits will be calculated according to the following rules:

- (i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit C (Schedule of Deliverables and Payments), shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Exhibit C (Schedule of Deliverables and Payments).
- (ii) The credit shall be increased by one percent (1%) of such cost each working day the Deliverable is late beyond the thirty (30) working days.

10.8.4 Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of Contractor, including but not limited to, (i) the failure of County or other impacted jurisdictions to provide comments within the timeframes set forth in Exhibit C (Schedule of Deliverables and Payments), and (ii) the failure of an approved subcontractor to complete work in accordance with the timeframes set forth in the statement of work attached to such subcontract, provided Contractor has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.

11. DEFICIENCIES

11.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of

Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error (other than a defect, error, omission or deviation to the Customizations or Interfaces caused by County's modification of the Customizations Source Code), including the provision of negligent workmanship, which results in the VDS, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit B (Statement of Work), as determined by County Project Director, which determination shall be subject to the Dispute Resolution Procedures set forth in Paragraph 2 (Dispute Resolution Procedures) of Exhibit A (Additional Terms and Conditions).

- 11.2 Corrective Measures. County Project Director shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency. Contractor acknowledges that, under the terms of this Agreement, Contractor may be required to repair, replace or reinstall and test all or any part of the System Software, System Hardware (to the extent such hardware fails to achieve Compatibility with the VDS) or other material, or create an Update, in order to remedy a Deficiency.
- 11.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 8.1 (General).

12. REPRESENTATIONS AND WARRANTIES

- 12.1 Contractor hereby represents, warrants and covenants to County that for the Term, the System Software shall be fully Compatible with and shall fully integrate, perform, and function with the System Hardware and the operating system software that conform to the specifications set forth in Exhibit F (Functional Specifications) and Exhibit B (Statement of Work).
- 12.2 As used in the Agreement, the "Warranty Period" means a period commencing on the Final Acceptance Date and continuing for a period of twenty-four (24) months thereafter. The Contractor hereby represents, warrants and covenants to County that for the Warranty Period:
- 12.2.1 The System Software shall perform fully in accordance with the Specifications or any amendments thereto;
- 12.2.2 Contractor shall provide all Services necessary to correct all Deficiencies arising during the Warranty Period, but Contractor shall not charge, and County shall not pay, any additional fees for such services. Notwithstanding any provision of this Agreement, to the contrary, the

obligations of Contractor under this Paragraph 12 (Representations and Warranties) shall continue until all Deficiencies arising during the Warranty Period have been corrected by Contractor.

- 12.2.3 The Contractor shall transfer all third-party System Hardware warrantees to County prior to Final Acceptance and the County shall be named as beneficiary in all warranty agreements. The System Hardware warranty period will be negotiated with the Contractor and third-party hardware providers if County decides to purchase the System Hardware through the Contractor.

13. WARRANTY; AND ADDITIONAL SERVICES

- 13.1 Warranty Services. Contractor shall provide maintenance, support and warranty services (collectively, "Warranty Services") to County for the VDS in accordance with this Agreement, Exhibit B (Statement of Work) and Exhibit F (Functional Specifications).
- 13.2 Correction of Deficiencies; Maintenance. Warranty Services shall include, but shall not be limited to, the correction of any and all Deficiencies that occur during the Term of the Agreement. Correction of such Deficiencies shall be at no additional cost to County. If any component of the VDS requires maintenance services, the Contractor shall endeavor reasonably to provide such services at County's location (which may include the provision of such services remotely by Contractor).
- 13.3 Updates. Subject to the remainder of this Paragraph 13.3 (Updates), Warranty Services include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, (ii) any testing or modifications as may be necessary to maintain System Software functionality, including as modified by any Updates, with the current version release of operating software and System Hardware that are utilized by County as of the Effective Date, and (iii) any updates or modifications required during the Term in order for the System Software and the VDS to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost. Any Update delivered by Contractor to County is deemed a part of the System Software and shall be included in the License granted to County pursuant to this Agreement.
- 13.4 System Hardware. Warranty Services includes the support of System Hardware to the extent such System Hardware fails to achieve Compatibility with the VDS.

13.5 Additional Services.

- 13.5.1 Subject to Paragraph 6 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Additional Services," which include but are not limited to customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality and customizations or modifications not required of Contractor in order to deliver the VDS or included as part of Warranty Services (such custom programming is collectively referred to as "Custom Programming Modifications"). Additional Services may also include additional or refresher training beyond what is provided in Exhibit C (Schedule of Deliverables and Payments). Additional Services shall utilize available Pool Dollars under this Agreement, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Additional Services, nor shall Contractor be required to perform any Additional Services for which there are no Pool Dollars available to pay Contractor for such Additional Services. Additional Services, including Custom Programming Modifications, shall be treated by the parties as a change requiring the execution of a Change Order pursuant to Paragraph 6 (Change Notices and Amendments).
- 13.5.2 Upon County's request for Additional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all the information requested under Paragraph 6.2 (Change Order). Approval of the Change Order and of the Work to be performed there under shall be in accordance with Paragraph 6 (Change Notices and Amendments).
- 13.5.3 Upon completion, delivery and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications shall become part of and be included in the System Software.

14. **OWNERSHIP; LICENSE**

- 14.1 Ownership. The Baseline Software, Interfaces and Customizations provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such Baseline Software, Interfaces and Customizations are subject to the License granted to County pursuant to this Paragraph 14 (Ownership; License).
- 14.2 License. Subject to Paragraph 14.1 (Ownership), Contractor grants to County, effective as of the Effective Date, a perpetual, nonexclusive license in respect of Contractor's interest in the System Software (the "License"): To use, install, integrate with other software, operate, and execute the System Software on an

unlimited number of computers, servers, local area networks and wide area networks in order to communicate with an unlimited number of cameras, by an unlimited number of users, except that the use, operation, and execution of certain Third Party Software shall be subject to limitations on the number of concurrent users as set forth in Paragraph 16 (Third Party Software);

- 14.2.1 To permit agencies or cities to access, use, and conduct transactions with County using the System Software, or otherwise as may be necessary for the conduct by County, and more specifically the Department, of its business;
- 14.2.2 To archive and make sufficient numbers of copies of the System Software as is necessary for County to enjoy and exercise fully its rights under this License and this Agreement;
- 14.2.3 To use, modify, copy, and display the Documentation, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;
- 14.2.4 To permit third party access to the System Software, the Documentation, the System Software Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, Additional Services or other support of the System Software; provided, however, without limiting County's rights pursuant to Paragraph 14.2.2 or Paragraph 14.2.5, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 14.2.4 unless and until the occurrence of any act that causes or results in, or entitles County to, a release of the Source Code from escrow pursuant to Paragraph 15 (Source Code).
- 14.2.5 Fully-Paid Software License. Notwithstanding anything herein to the contrary, upon (i) the Final Acceptance Date, and (ii) County's payment to Contractor of all approved invoiced amounts for said Work, this License is and shall be a fully paid, irrevocable License to the System Software and System Software Source Code, as modified by the Work performed under this Agreement, which License survives the termination or expiration of this Agreement for any reason.

15. SOURCE CODE

- 15.1 Self Escrow. Contractor shall deposit with County the System Software Source Code (other than Third Party Software Source Code). Such escrow deposits shall be made concurrent with the delivery to County of Tasks, subtasks, and Deliverables, as applicable, pursuant to the SOW. Contractor's duty to deposit the System Software Source Code with County shall continue throughout the Term. Except as provided in Paragraph 15.1.1 (County's Right to Verify Source

Code), County shall hold the System Software Source Code in strict confidence and not use it for any purpose unless one of the conditions described in Paragraph 15.1.2 (Conditions for Release) has occurred which would permit County to use the System Software Source Code as provided in Paragraphs 15.1.3 (Release of System Software Source Code) and 15.1.4 (Use and Possession of System Software Source Code). The parties acknowledge that as a result of the passage of time alone, the deposited System Software Source Code may be susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, during the Term, Contractor shall deliver to County a new copy of all deposited System Software Source Code at least once every three (3) years. In the event the System Software Source Code or any part of it is destroyed or corrupted, upon County Project Director's request, Contractor shall provide a replacement copy of the System Software Source Code. Contractor shall deliver the replacement copy of the System Software Source Code within thirty (30) days of receipt of County Project Director's written request.

- 15.1.1 County's Right to Verify Source Code. Regardless of whether one of the Release Conditions occurs, County shall have the right to verify the relevance, completeness, currency, accuracy, and functionality of the System Software Source Code by, among other things, compiling the System Software Source Code and performing test runs for comparison with the System Software other than System Software which constitutes Third Party Software.
- 15.1.2 Conditions for Release. The System Software Source Code on deposit with County shall be released from escrow upon the earlier to occur of: (a) termination of this Agreement pursuant to Paragraph 4 (Termination for Insolvency) of Exhibit A (Additional Terms and Conditions); (b) termination by County pursuant to Paragraph 17 (Contractor Responsibility and Debarment) of Exhibit A (Additional Terms and Conditions); or (c) Contractor assigns such obligation to a third party approved in advance by County pursuant to Paragraph 38 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions).
- 15.1.3 Release of System Software Source Code. In the event of a claim to the System Software Source Code under this Paragraph 15.1.3, then County shall provide Contractor with a written notice outlining the facts upon which County bases its claim that a Release Condition has occurred. Contractor may contest County's right to use the Source Code pursuant to the Dispute Resolution Procedures set forth in Paragraph 2 (Dispute Resolution Procedures) of Exhibit A (Additional Terms and Conditions). If the Dispute Resolution Procedures result in disagreement between the president of Contractor and County as to whether a basis exists for any claim by County to the Source Code, and

County continues to believe that such a basis does exist, then County may, in its sole discretion, give notice of such belief to Contractor, in which event County may, at any time on or after a date that is seven (7) days after the giving of such notice, utilize any or all of the System Software Source Code in the manner set forth in Paragraph 15.1.4 (Use and Possession of System Software Source Code) below.

- 15.1.4 Use and Possession of System Software Source Code. Subject to the provisions of Paragraph 14.2, System Software Source Code obtained by County under the provisions of this Agreement shall remain subject to every License restriction, proprietary rights protection, and other County obligation specified in this Agreement. County may use System Software Source Code for the sole purpose as it is Licensed hereunder. When System Software Source Code is not in use, County agrees to keep such System Software Source Code in a locked, secure place. When System Software Source Code resides in a central processing unit, County shall limit access to its authorized employees and contractors who have a need to know in order to support the VDS.

16. THIRD-PARTY SOFTWARE

- 16.1 Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit J (Third-Party Software), is owned by third parties (the "Third-Party Software"). Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third-Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third-Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third-Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third-Party Software by Contractor or otherwise.
- 16.2 County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary

modifications, or (2) to the extent that Contractor is unable to obtain such a license, provide an Update or alternative solution, which is functionally equivalent, in the sole determination of Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

17. MINIMUM SYSTEM REQUIREMENTS; COMPATIBILITY

Exhibit F (Functional Specifications) to Exhibit B (Statement of Work) sets forth the minimum requirements for System Hardware and operating system software that are Compatible (as defined below) with the VDS, including any Custom Programming Modifications and Updates thereto, and are required for County to enjoy and exercise fully its rights in respect of the VDS. Such matrixes shall specify version Compatibility and shall provide Specifications for installation of the System Hardware and operating system software in order to achieve Compatibility with the System Software, along with recommended System Hardware make and model numbers. Contractor may request to inspect County's installation of the System Hardware or operating system software, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Paragraph 12 (Representations and Warranties) or Paragraph 13 (Warranty and Additional Services). As used herein, "Compatible" or "Compatibility" means that the applicable System Hardware and operating system software, as the case may be, as set forth in Exhibit F (Functional Specifications) to Exhibit B (Statement of Work) are capable of supporting, operating and otherwise performing all such System Hardware or operating system software anticipated functions when used in conjunction with the System Software, including any Customizations, Interfaces, Updates, and Custom Programming Modifications thereto.

18. CONTRACTOR'S OFFICES

Contractor's business offices are located at _____. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. PRODUCTION USE OF THE SYSTEM

Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the System Software without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Go-Live or Final Acceptance.

20. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class

registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

County of Los Angeles Department of Public Works
Traffic and Lighting Division
Attention Jane White
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 300-2020
Fax: (626) 979-5319
E-mail: jwhite@dpw.lacounty.gov

with a copy to:

County Counsel
County of Los Angeles
500 West Temple Street
Los Angeles, CA 90012
Attention Jose Silva, Esq.
E-mail: josilva@counsel.lacounty.gov

To Contractor:

with a copy to:

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

21. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from

independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

22. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 14, 15, 16, 20, 21, and 22, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[illegible]

[Intentionally Left Blank]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS
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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING

- 1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.
- 1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any Subcontractor, Contractor shall adhere to the following procedures.
 - 1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed Subcontract, and a description of the Work to be performed under the proposed Subcontract.
 - 1.2.2. Contractor shall provide County Project Director with a copy of each proposed Subcontract, and each such proposed Subcontract shall be subject to the prior approval of County Project Director.
 - 1.2.3. A certificate of insurance from the proposed Subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
 - 1.2.4. Proposed subcontracts must provide that the provisions thereof may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and

- 1.2.5. Any other information and/or certifications reasonably requested by County.

County will review Contractor's request to subcontract and determine, in its discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each Subcontract entered into by Contractor pursuant to this Paragraph 1.2, on or immediately after the effective date of such Subcontract but in no event later than the date any Work is performed under such Subcontract.

1.3. Contractor Responsibilities.

- 1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any Subcontractor, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no Subcontract shall bind or purport to bind County. Further, County approval of any Subcontract shall not be construed to limit in any way Contractor's performance, obligations, including Contractor's indemnification obligations, or responsibilities, to County.
- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all Subcontractor personnel providing services under such Subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by Subcontractor hereunder.
- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE

- 2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject

to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

- 2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) working days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.7. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to the County's Assistant Deputy Director of the Traffic and Lighting Division and Contractor's Vice President. These persons shall have five (5) working days to attempt to resolve the dispute.
- 2.8. If the County's Assistant Deputy Director of the Traffic and Lighting Division and the Contractor's Vice President are unable to resolve the dispute within a

reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director, but not to Director's designee. These persons shall have five (5) working days to attempt to resolve the dispute.

- 2.9. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 2.10. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four (4) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 2.11. Notwithstanding any other provision of the Agreement, County's right to seek injunctive relief under Paragraph 3.5 (Injunctive Relief) of this Exhibit, or County's right to terminate this Agreement pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY

- 3.1. General. Contractor shall maintain the confidentiality of all County Materials, records and/or information to which Contractor has obtained and/or otherwise has access under this Agreement, events and/or circumstances which occur during the course of Contractor's performance under the Agreement (collectively, "Confidential Information"), in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall use whatever security measures are necessary to protect all Confidential Information from loss or damage by any cause, including fire and theft. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security

contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. During the term of this Agreement and for five (5) years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.

3.2. Agent Agreements. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees, Subcontractors or other agents performing Work under the Agreement, prior to the date on which such employees, Subcontractors or other agents commence performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

3.3. Disclosure of Information.

3.3.1. With respect to any Confidential Information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.3.2. Without limiting the generality of Paragraph 3.3.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

- 3.4. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:
- 3.4.1. Contractor shall develop all publicity material in a professional manner.
 - 3.4.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.
 - 3.4.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than Paragraph 3.4.2) shall apply.
 - 3.4.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
- 3.5. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY

- 4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

- 4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States bankruptcy code;
- 4.1.3. The appointment of a receiver or trustee for Contractor; or
- 4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement including the right to continued use of the Video Distribution System (VDS) and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, on the occurrence of either of the following:
 - 5.1.1. Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement; or
 - 5.1.2. Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) calendar days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) calendar days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

- 5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.
- 5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the VDS under Paragraph 11 (Warranties; Warranty Services) of the body of the Agreement, and Warranty Services shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. TERMINATION FOR CONVENIENCE; SUSPENSION

- 6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after delivery of the notice of termination.
- 6.2. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

- 6.2.1. Contractor shall immediately discontinue all services unless otherwise indicated by Director.
- 6.2.2. Upon request of Director, Contractor shall surrender and deliver to Director within seven (7) calendar days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to VDS as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the body of the Agreement or for which an Agreement for partial payment has been negotiated.
- 6.2.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 6.2.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no Agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.
- 6.2.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.
- 6.3. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.3 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8. TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. EFFECT OF TERMINATION

- 9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), Paragraph 7 (Termination for Improper Consideration), Paragraph 8 (Termination for Gratuities) or Paragraph 47 (Budget Reductions) of this Exhibit or Paragraph 9 (County's Obligation for Future Fiscal Years) of the body of the Agreement, then:
 - 9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County copies of all Software and all other completed Work and Work in

process, in a media reasonably requested by County, (iii) complete performance of such part of the Work as shall not have been terminated by such notice;

- 9.1.2. unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) or Paragraph 47 (Budget Reductions) of this Exhibit or Paragraph 9 (County's Obligation for Future Fiscal Years) of the body of the Agreement, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County (County shall have the right to request certifications from Contractor's authorized representatives that no copies of the Confidential Information have been retained by Contractor);
- 9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.8 (Credits to County) of the base document, to the extent applicable; and
- 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to a new VDS, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of VDS during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension), Paragraph 5.2 (Deemed Termination for Convenience), Paragraph 47 (Budget Reductions) of this Exhibit or Paragraph 9 (County's Obligation for Future Fiscal Years) of the body of the Agreement of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services),

Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES

- 10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

- 12.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant the all rights granted by the Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the VDS without interruption, (d) the Agreement and the VDS acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of VDS, and any part thereof in accordance with the Agreement, and (f) neither the performance of the Agreement by Contractor, nor the use by County and its users of VDS in accordance with the Agreement will in

any way violate any non-disclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 12.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the VDS acquired from Contractor, as applicable, until the Final Acceptance Date.
- 12.3. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 12.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5. All Documentation developed under the Agreement shall be uniform in appearance.
- 12.6. Each component of the VDS shall be fully compatible with and shall fully integrate, perform, and function with (a) all other components of the VDS and (b) the technical environment that conforms to the specifications set forth in Exhibit B (Statement of Work).
- 12.7. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to VDS or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to in this Paragraph 12.7 as a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of VDS or any component of the VDS by County or any user or which could alter, destroy, or inhibit the use of VDS, any component thereof, or the data contained therein. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component of the VDS provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component of the VDS to contain any Disabling Device.
- 12.8. Contractor shall support all components of the VDS for the Term.

13. INDEMNIFICATION AND INSURANCE

- 13.1. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

- 13.2 General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the below address prior to commencing services under this Agreement.

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Ms. Jeanette Arismendez
900 South Fremont Avenue
Alhambra, CA 91803-1331

Such certificates or other evidence shall:

- 13.2.1 Specifically identify this Agreement;
- 13.2.2 Clearly evidence all coverages required in this Agreement;
- 13.2.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 13.2.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement;
- 13.2.5 Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and

legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 13.3 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- 13.4 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- 13.5. Notification of Incidents, Claims or Suits: Contractor shall report to County: any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- 13.5.1 Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement;
- 13.5.2 Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager;
- 13.5.3 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 13.6 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 13.7 Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 13.7.1 Contractor providing evidence of insurance covering the activities of subcontractors, or

- 13.7.2 Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13.8 Liability Insurance. Such insurance shall consist of:

- 13.8.1 General Liability: insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

- 13.8.2 Automobile Liability: insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "nonowned" vehicles, or coverage for "any auto".

- 13.8.3 Workers Compensation and Employers' Liability: insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

- 13.8.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
- 13.8.5 Intellectual Property: Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and

any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least one million dollars (\$1,000,000) per occurrence. If this insurance is written on a claims made form, Contractor shall either: (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

- 14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees, and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to VDS, software modifications, or the operation and utilization of VDS or any other Work under the Agreement (collectively referred to in this Exhibit as "Infringement Claims").
- 14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of VDS, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of VDS or component thereof (e.g., injunctive relief), or that County's continued use of VDS or component thereof it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the affected portion of VDS, or (2) to the extent Contractor is unable to procure such right, replace or modify the affected portion of VDS with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) calendar days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) calendar day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of

its use of VDS. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

15. NOTICE OF DELAY

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) calendar days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County, and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (referred to in this Paragraph 15 as a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an Amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Orders and Amendments) of the body of the Agreement. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder, or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16. FORCE MAJEURE

Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient

time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16 (Force Majeure), the term “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

- 17.1. Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 17.2. County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.
- 17.3. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 17.4. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor

and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 17.5. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 17.6 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 17.7 Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 17.8 Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 17.9 These terms shall also apply to subcontractors of County contractors, including Contractor.

18. COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.

Contractor shall have up to fifteen (15) calendar days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County, including written copies of such applicable rules, regulations, ordinances, guidelines, and directives.

19. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the federal fair labor standards act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees, and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal fair labor standards act for Work performed by Contractor's employees.

20. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

20.1. Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification.

20.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

20.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

20.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

20.4.1. Title VII, Civil Rights act of 1964;

20.4.2. Section 504, Rehabilitation Act of 1973;

20.4.3. Age Discrimination Act of 1975;

20.4.4. Title IX, Education Amendments of 1973, as applicable; and

20.4.5. Title 43, part 17, code of federal regulations, subparts a & b.

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

20.5. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

20.6. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate for default or suspend this Agreement. While County reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Agreement.

20.7. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Agreement, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

21.1. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

21.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any

and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22. HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit, (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit, (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit, or (4) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of VDS, as applicable.

23. CONFLICT OF INTEREST

23.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

23.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

24. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25. RESTRICTIONS ON LOBBYING

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend the Agreement.

26. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) or general relief opportunity for work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair his/her physical or mental performance.

28. CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 29.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 29.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 29.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 29 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) calendar days of notice by the CSSD shall be grounds upon which County may terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

30. RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

31. COMPLIANCE WITH JURY SERVICE PROGRAM

31.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

31.2. Written Employee Jury Service Policy.

31.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

31.2.2. For purposes of this Paragraph 31 (Compliance with Jury Service Program), "contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of a contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this Paragraph 31 (Compliance with Jury Service Program). The provisions of this Paragraph 31 (Compliance with Jury Service Program)

shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

31.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

31.2.4. Contractor's violation of this Paragraph 31 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 7 a.m. until 5:30 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director, unless exigent circumstances preclude waiting for written approval (e.g., Contractor is responding to a major Deficiency). Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.

33. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as

determined at the discretion of County Project Director, at County facilities, on a nonexclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

34. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

34.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

34.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

35. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, and County's Project Director, in their discretion.

36. FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit L to the Agreement).

37. ASSIGNMENT AND DELEGATION

37.1. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee

on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- 37.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 37.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement, which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

38. INDEPENDENT CONTRACTOR STATUS

- 38.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 38.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.
- 38.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

- 38.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

39. RECORDS AND AUDITS

- 39.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 39 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 39.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 39.3. If an audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with

County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

40. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

41. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 41 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

42. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the state of California or any County, municipality, public agency or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

43. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County

and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

44. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit M to this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

47. BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in the Agreement.

48. WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

49. GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

50. SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

51. RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are nonexclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

52. FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on Change Orders, Amendments or in other

correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

53. CAPTIONS AND PARAGRAPH HEADINGS

Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

* * *

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EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK
VIDEO DISTRIBUTION SYSTEM FOR TRAFFIC MANAGEMENT SYSTEM
(2007-IT033)

The contents of Exhibit B are organized into the following sections:

1. Overview
2. Infrastructure
3. Coordination with Related Projects
4. Concept of Operation
5. System Requirements
6. Task Descriptions
7. Quantities and Responsibilities

1. OVERVIEW

The video distribution system (VDS) is a web-based application which will be used by traffic management personnel in numerous cities and the County of Los Angeles Department of Public Works (Public Works) to share live video from closed circuit television cameras on various streets in Los Angeles County. It is expected that the VDS will be developed using commercial off-the shelf software, potentially with some minor integration. The Contractor proposing a solution may use third party applications from other providers to develop an integrated solution that meets the project requirements.

The initial installation of the VDS, as implemented by this project, will distribute live video from 136 cameras in the Gateway Cities area of southeast Los Angeles County, as shown in the Table 1.1. These cameras are a mixture of fixed-view cameras including those commonly used for video detection at traffic signals (referred to here as "detection cameras"), and adjustable-view cameras with remote real-time control of functions, such as pan, tilt, and zoom (referred to here as "PTZ cameras" or "CCTV cameras").

Though this project involves only 136 cameras in seven jurisdictions, the County is working on installing additional cameras in many more cities and plans to extend the video distribution capability to these cities. The VDS installed as part of this procurement may be expanded, by others in the future to accommodate many more cameras throughout the County. It may also be called on to distribute live video to the public in the future. The VDS will be selected and designed with such expansion in mind. Unless specifically stated otherwise, all further descriptions and requirements apply to the initial VDS to be implemented in this project.

Traffic management personnel at the following agencies shall have access to video initially:

- City of Downey
- City of Santa Fe Springs
- City of Pico Rivera
- City of Norwalk
- County of Los Angeles Department of Public Works
- City of South Gate
- City of La Mirada
- City of Compton

Table 1.1: Location of proposed CCTV and Video Image Detection (VID) cameras

List 1 - CCTV Cameras (also referred to as PTZ cameras)

FIRESTONE BOULEVARD

| No. | Cross Street | Jurisdiction | Communication Type |
|-----|----------------------|--------------|---|
| 1 | Long Beach Boulevard | South Gate | Twisted Pair/Digital Subscriber Line (TWP/DL) |
| 2 | California Avenue | South Gate | TWP/DL |
| 3 | Atlantic Avenue | South Gate | TWP/DL |
| 4 | Garfield Avenue | South Gate | TWP/DL |
| 5 | Paramount Boulevard | Downey | Fiber Optic (FO) |
| 6 | Lakewood Boulevard | Downey | FO |
| 7 | Studebaker Road | Norwalk | FO |
| 8 | Imperial Highway | Norwalk | FO |
| 9 | Pioneer Boulevard | Norwalk | Wireless |

IMPERIAL HIGHWAY

| No. | Cross Street | Jurisdiction | Communication Type |
|-----|----------------------|--------------|--------------------|
| 10 | Paramount Boulevard | Downey | FO |
| 11 | Lakewood Boulevard | Downey | FO |
| 12 | Bellflower Boulevard | Downey | FO |

| | | | |
|----|---------------------|-----------|----------|
| 13 | Bloomfield Avenue | Norwalk | FO |
| 14 | Carmenita Road | LA County | FO |
| 15 | Valley View Avenue | La Mirada | Wireless |
| 16 | La Mirada Boulevard | La Mirada | Wireless |

ROSECRANS AVENUE

| No. | Cross Street | Jurisdiction | Communication Type |
|-----|--------------------|--------------|--------------------|
| 17 | Atlantic Avenue | LA County | Wireless |
| 18 | Studebaker Road | Norwalk | Wireless |
| 19 | Pioneer Boulevard | Norwalk | Wireless |
| 20 | Pioneer Boulevard | Norwalk | Wireless |
| 21 | Carmenita Road | Norwalk | Wireless |
| 22 | Valley View Avenue | La Mirada | Wireless |

TELEGRAPH ROAD

| No. | Cross Street | Jurisdiction | Communication Type |
|-----|---------------------------------------|------------------|--------------------|
| 23 | Rosemead Boulevard/Lakewood Boulevard | Pico Rivera | FO |
| 24 | Cedardale Drive | Santa Fe Springs | FO |
| 25 | Jersey Avenue | Santa Fe Springs | FO |
| 26 | Norwalk Boulevard | Santa Fe Springs | FO |
| 27 | Carmenita Road | Santa Fe Springs | FO |

LAKEWOOD BOULEVARD

| No. | Cross Street | Jurisdiction | Communication Type |
|-----|----------------|--------------|--------------------|
| 28 | I-5 North Side | Downey | FO |

Please note that La Mirada cameras will be connected to the County of Los Angeles Registrar-Recorder's Headquarters Building at 12400 Imperial Highway, and Pico Rivera cameras will be connected to the Santa Fe Springs LCC.

List 2 - Video Image Detection (VID) Camera Sites (there are multiple cameras at each site)

FIRESTONE BOULEVARD

| No. | Cross Street | Jurisdiction | Communication Type |
|------------|-----------------------|---------------------|---------------------------|
| 1 | Woodruff Avenue | Downey | FO |
| 2 | Stewart and Gray Road | Downey | FO |
| 3 | Ryerson Avenue | Downey | FO |
| 4 | Rives Avenue | Downey | FO |
| 5 | Patton Road | Downey | FO |
| 6 | Paramount Boulevard | Downey | FO |
| 7 | Old River School Road | Downey | FO |
| 8 | Lakewood Boulevard | Downey | FO |
| 9 | La Reina Avenue | Downey | FO |
| 10 | Downey Avenue | Downey | FO |
| 11 | Dolan Avenue | Downey | FO |
| 12 | Brookshire Avenue | Downey | FO |
| 13 | Stonewood Street | Downey | FO |

LAKESIDE BOULEVARD

| No. | Cross Street | Jurisdiction | Type |
|------------|---------------------|---------------------|-------------|
| 14 | Gallation Road | Downey | FO |
| 15 | Florence Avenue | Downey | FO |
| 16 | Cherokee Drive | Downey | FO |
| 17 | 5th Street | Downey | FO |
| 18 | 3rd Street | Downey | FO |

| | | | |
|----|-----------------------|--------|----|
| 19 | Firestone Boulevard | Downey | FO |
| 20 | Bellflower Boulevard | Downey | FO |
| 21 | Cleta Street | Downey | FO |
| 22 | Stewart and Gray Road | Downey | FO |
| 23 | Downey Landing Drive | Downey | FO |
| 24 | Downey Studio | Downey | FO |
| 25 | Donovan Street | Downey | FO |
| 26 | Alameda Street | Downey | FO |
| 27 | Imperial Highway | Downey | FO |

All distributed video will be digital, in Motion JPEG, MPEG-4, or other suitable compressed format, and will be viewed primarily in a web browser over a variety of communications links including wireless with nominal capacities ranging from around 300 Kbps to 100 Mbps as set forth in Exhibit F (Functional Specifications). Cameras and the necessary Ethernet communications links are existing or will be installed by other contractors or the agency prior to the installation and testing of video encoders. Video encoding devices and video distribution server computers are to be selected and supplied as part of this contract. However, the County may instead choose to directly purchase some or all of such equipment in accordance with specifications (make and model) provided by the contractor. Should the County elect to have the contractor supply the server computer hardware, such hardware shall meet the minimum requirements as presented in Exhibit D (Minimum Server and Firewall Requirements). Remote control of pan/tilt/zoom cameras is required. Video recording is not required initially, though the option to add this capability in the future is desirable. The System Hardware should not provide storage capacity for recorded video. If the County or an agency desires to record and/or store video, it will add required storage capacity.

The VDS will provide different level of access to users based on user privileges. The users will be either able to only view images or be able to both view and control images based on their access level. It will be possible for users to control cameras belonging to other jurisdictions. However, the VDS will provide capability for owning agency to override use by other agencies.

Future expansion of the VDS, beyond this initial project, is understood to likely involve additional cameras, server computers, software licenses, software upgrades, and communications links or capacity.

The VDS to be proposed with this request should have capacity to accommodate at least 300 cameras at each server without degradation of video quality as set forth in Exhibit F (Functional Specifications).

2. INFRASTRUCTURE

There are 108 existing, fixed-view, and video detection cameras in the project area. These cameras are located within various cities. All these detection cameras will be part of the VDS. Also, an additional 28 pan/tilt/zoom cameras are scheduled to be constructed/installed as a component of the County's I-5/Telegraph Road Corridor and the I-105 Corridor projects. These cameras are also to be part of the VDS. Hence the total number of cameras initially providing feeds to the VDS will be 136.

All Cameras, whether monochrome or color, fixed-view or pan/tilt/zoom are, or will be mounted on roadside poles, or traffic signal or streetlight mast arms, at only. In other cases, it will also house traffic signal control equipment. Such cabinets do not have air conditioning and experience temperature extremes. For this reason, video encoders shall have a minimum operating range of zero to 60 degrees Celsius as provided in Exhibit F (Functional Specifications). All cameras will output standard NTSC television quality analog video and have an Ethernet communications link to a room containing Ethernet switches and computers located within each City's Local Control Center (LCC). Video distribution server computers will be installed in these control centers. Such computers will stream live video to multiple users simultaneously.

For the project area, all cameras will be directly connected to an Ethernet switch in one of five Local Control Centers (LCCs) or hubs – at Downey, Norwalk, South Gate, Santa Fe Springs, and, for the County locations, the Registrar-Recorder's Headquarters Building at 12400 Imperial Highway, Norwalk. The communications connection between the camera and the Ethernet switch will use either fiber optic cable for a nominal 100 Mbps Ethernet link, or wireless circuits providing at least a nominal 300 Kbps Ethernet link.

Except for the South Gate LCC, the Ethernet switches in these Local Control Centers (LCCs) or the Registrar-Recorder's Headquarters Building will be interconnected on a Gigabit Ethernet network, here referred to as the "video distribution network" (VDS network). The South Gate LCC will be connected to the VDS network via a leased link. A permitted user at any of the four LCC locations will be able to view (and control where and when appropriate) any of the cameras, regardless of which LCC (or for County locations, the Registrar-Recorder's Headquarters Building) it is directly connected to, using a nominal 100 Mbps Ethernet connection to the VDS network. For the South Gate leased link, a nominal 1.5 Mbps Ethernet connection will be provided.

The VDS will also provide the capability for any permitted user to also view and control any camera connected to the VDS. These users will be able to view (and control where and when appropriate) any camera, using a suitable Internet or other remote connection to the VDS network. Such remote links will require a nominal 300 Kbps capacity.

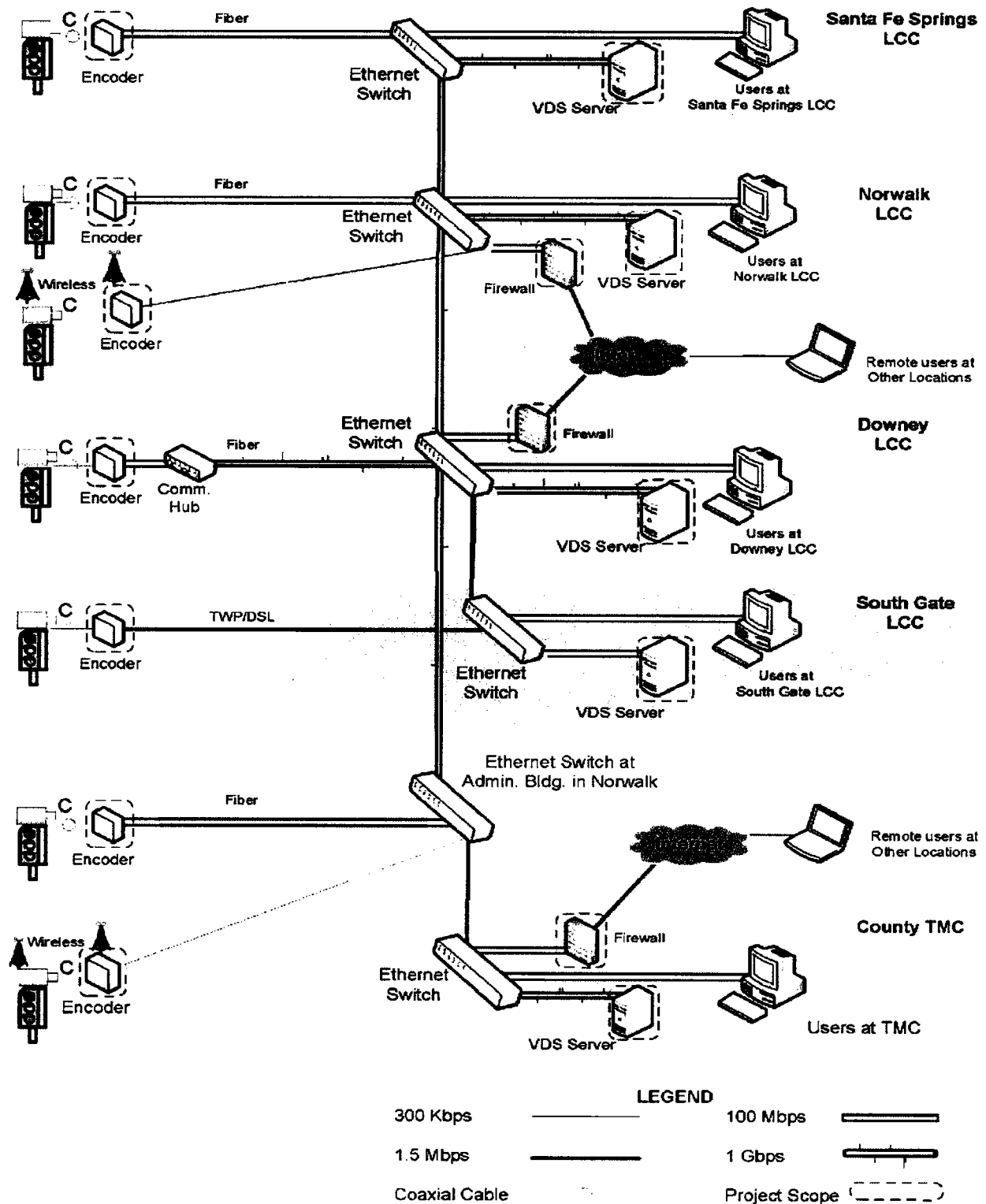
(Please see Tables 6-1 and 6-2 for distribution of responsibilities for supplying and installing above items)

The planned VDS physical architecture is illustrated in Figure 1. This diagram is schematic and shows only the major initial components. Specifically, Figure 1 does not show the video distribution user interface web server. This web server is proposed to be connected to the VDS at the County's TMC in Alhambra. This user interface web server will provide the capability for any permitted user to access the cameras. The web site and server will be hosted and maintained by the County. The Contractor will be responsible for the maintenance of the web site and server for the duration of the term of this Agreement.

In addition, further cameras, servers, and network extensions within the County will be added to this VDS in the future. These addition cameras, servers, and network extensions are not a part of this Project.

In the event of a conflict between Figure 1 and the text in this document, the text applies.

Figure 1 - The Planned Video Distribution System Architecture



For those agencies which are connected to the VDS network as shown in Figure 1, these agency computers will reside on a local area network that has direct access to the inter-LCC agency-owned fiber optic cable network with high bandwidth connectivity to a video distribution server. Users at those agencies who are not connected to this network, will use the Internet or other relatively low bandwidth links to access the VDS. These users will have at least some form of broadband Internet service providing at least a nominal 300 Kbps in the download direction (from the Internet to the user), and that any dedicated point-to-point links will provide similar or greater bandwidth.

Where simultaneous dissemination of multiple camera feeds is needed, a suitably sized communications link to the Internet from the video distribution server in the LCC will be provided by others. The Internet links shown in Figure 1. are suggested as an initial estimate of the minimum links that will be needed to provide a reasonable balance of the video load on the local network and on Internet links. For this reason, direct Internet links are shown only for video distribution servers directly serving agencies that have multiple cameras. The County Internet link indicated in Figure 1 will also serve the user interface web server.

Table 2-1 shows the number of cameras that will be connected to each of the LCCs receiving direct video feeds from the field. Table 2-1: Number of cameras connected to each LCC.

| LCC to which Camera is First Connected | Downey | Norwalk | Santa Fe Springs | South Gate | County | TOTAL |
|--|--------|---------|------------------|------------|--------|-------|
| PTZ Cameras on Fiber | 6 | 3 | 5 | | 1 | 15 |
| PTZ Cameras on TWP | | | | 4 | | 4 |
| PTZ Cameras on Wireless | | 5 | | | 4 | 9 |
| Detection Cameras via Fiber | 108 | | | | | 108 |
| TOTAL CAMERAS | 114 | 8 | 5 | 4 | 5 | 136 |

All cameras are, or will be, connected to all five local control centers (LCCs) or for the County locations, the Registrar-Recorder's Headquarters Building at 12400 Imperial Highway, Norwalk. The above table indicates which agency's LCC each camera is first connected to.

It must be noted that the City of Downey has an existing Cameleon video management system, a product of 360 Surveillance, used to view its video detection cameras. It is not necessary to incorporate this existing system in the new VDS. The City of Downey may choose to maintain the existing system in addition to the new one or abandon it.

Downey currently uses MPEG-2 quad video encoders for their video detection camera locations. All such cameras have a 100 Mbps Ethernet-via-fiber link to the Downey LCC. New encoders will be installed (one input per camera – not quad) as part of this project. The existing MPEG-2 encoders may or may not be retained as well, at the City's discretion, for use with the Cameleon system. If they are retained, coaxial cables carrying the camera feeds will be split using a passive BNC tee connector in the cabinet to feed both encoders. If the split video signal for a camera is insufficient and does not meet the functional requirements set forth in Exhibit F (Functional Specifications), an optional contract item allows for installation of an amplifier prior to, or integral with, the tee connector.

3. COORDINATION WITH RELATED PROJECTS

Two construction contracts will be awarded shortly for installation of fiber optic cable, CCTV cameras, and various traffic signal upgrades, as part of the I-5/Telegraph Road Corridor project and the I-105 Corridor project. These construction contractors will install all of the project cameras that are not already in place and the agency-owned communications infrastructure to be used by the VDS.

Where these two construction contractors are installing a new camera, they will also install a video encoder to be supplied by the VDS Contractor. A total of 28 such new PTZ cameras will be installed at different intersections as indicated in Table 1.1. The construction contractors will be responsible for ensuring that video is successfully transmitted to the LCC, and that the camera can be controlled from the LCC using test software supplied by the VDS Contractor. The VDS Contractor will be required to supply video encoders to these contractors, and test software for remotely decoding and viewing the encoded feeds and controlling the PTZ cameras, in a timely manner in accordance to the functional requirements set forth in Exhibit F (Functional Specifications).

Encoders for the 108 existing video detection cameras will be installed and hooked up in existing traffic signal cabinets by the VDS Contractor. For these Encoders, the VDS Contractor will be responsible for ensuring that video is successfully transmitted to the LLC, and that the camera can be controlled from the LLC using test software. This latter work will be entirely at traffic signals owned by the City of Downey, will involve multiple video detection cameras (fixed-view) at each intersection. This work will need to be coordinated with City of Downey traffic signal management personnel.

4. CONCEPT OF OPERATION

Camera images are not proposed to be monitored continuously by humans or machines. A camera image will usually be viewed (a video stream distributed) only when some unusual event occurs or a need otherwise arises to observe conditions on the streets adjacent to that camera. Note however, that in the future, camera feeds from most or all cameras may be needed simultaneously at all times to serve video recording, public viewing, or other future uses.

Scenario 1 - An agency employee involved in traffic management (hereafter called an "operator") wants to view a camera to observe field conditions. For this scenario, the operator will go to a computer with a connection to the VDS network or Internet. Using a web browser such as, Internet Explorer, the operator will retrieve the video distribution map from the User Interface Web Server. The operator will click on a camera icon on a map or a camera name in a list to activate the display of the video feed from that camera. If the camera provides pan-tilt-zoom control, they will use on-screen controls to achieve the desired field of view.

An operator will view the video and control the camera from any ordinary computer with an Ethernet connection directly to the VDS network, or indirectly via the Internet or other wide-area network connecting the operator's computer to the VDS network. Video will be viewed and controlled via a web page using a popular web browser, including Microsoft Explorer, Netscape Navigator, and Mozilla Firefox as described in Exhibit F (Functional Specifications) so as to avoid limiting VDS access to computers with pre-installed software. The video feed will be viewable within five seconds after the camera is selected as set forth in Exhibit F (Functional Specifications).

Scenario 2 - An operator at any agency desires to view/control a camera that is outside their jurisdiction. For example, the camera may be at an intersection on the boundary between adjacent jurisdictions, or they may need to check traffic conditions within a neighboring jurisdiction to predict the impact on their own intersections. In some cases, the County or another agency may provide traffic signal operation and maintenance services on behalf of the owning agency, and may need to observe conditions at remote cameras as part of that function. For this scenario, the operator will view the video and control the camera from any ordinary computer with an Ethernet connection directly to the VDS network, or indirectly via the Internet or other wide-area network connecting the operator's computer to the VDS network. Video will be viewed and controlled via a web page using a popular web browser, including Microsoft Internet Explorer, Netscape Navigator, and Mozilla Firefox as described in Exhibit F (Functional Specifications) so as to avoid limiting VDS access to computers with pre-installed software. The video feed will be viewable within five seconds after the camera is selected.

It is estimated that up to six operators may be viewing the same camera simultaneously in the initial implementation. Each agency may have multiple operators, and the estimated total number of operators from all involved agencies is estimated to be not greater than thirty in the initial implementation, but could be much greater in a future expansion of the VDS. An operator may be viewing multiple cameras simultaneously. It is possible, though unlikely, that all cameras will be viewed simultaneously. The software license for the VDS will not limit the number of simultaneous users.

The quality of the video as viewed by an operator will vary depending on the minimum communications bandwidth involved in its delivery, such as the bandwidth of the operator's link to the Internet. Where available, an operator will take advantage of high quality (television quality) video from a camera to observe details that are not readily evident in poorer quality video. Where only poorer quality video is available, (due to communications bandwidth constraints for example), the operator will still be able to view the camera, even though the same details may not be discernable.

Pan/tilt/zoom cameras will be programmed with presets. For example nine presets might be programmed at a four legged intersection – one showing an overview of just the intersection itself, one for each leg showing an overview of the entire leg, and one for each leg zoomed in and showing more detail of part of the leg. Operators may use such presets when operating their own cameras and when operating a camera owned by another agency. After choosing a preset, the operator may refine the field of view using individual pan, tilt and zoom controls. The camera controls will be intuitive and will avoid operator confusion by showing controls only for cameras that can be controlled by that user and which have remote control capabilities. In other words, camera controls will be absent from the user interface for view-only cameras.

Operators will control a camera by an on-screen action, such as moving a cursor or clicking on a control icon. Such an action may be sustained or repeated to achieve a large camera movement. While doing this, the operator will monitor the video display to confirm that the desired action has taken place and so as to know when to cease a sustained or repeating action (the camera has reached the desired position). This process shall be easy, accurate, and fast if there is minimal latency (time delay) between when the operator commences the control action and when the video display shows the resulting change in the camera's field of view. It is anticipated that if the latency exceeds one second, precise control will become difficult and time consuming, with precise camera control becoming even more difficult if the latency exceeds two seconds.

Operators in different agencies will be able to use the VDS's control locks and overrides to manage contention between simultaneous users. Any operator, from any agency can apply a control lock to maintain exclusive control, but only an owning agency operator can override such a lock to take control whenever needed.

In the future, the communications link used for transporting the video feed from one LCC to another may vary in bandwidth for different LCC pairs. A VDS Administrator¹ may configure the VDS to provide a lower bandwidth video feed between some LCC pairs, in order to avoid overloading a communication link, especially if the link is shared with other applications.

A VDS Administrator may assign user names and passwords to limit access to a camera. Some users may be restricted to view-only access, while others are given view and control privileges for that camera. Privileges are configurable per camera (or camera group) and per user (or user group).

A failure in a communications link or in System Hardware or System Software may result in the loss of access to a camera. This condition will be recognized by an operator when attempting to use that camera. The operator will report the problem to the appropriate maintenance personnel, who will work cooperatively with involved parties to diagnose and correct the problem, using typical communications, hardware, and software troubleshooting techniques.

There are no plans to make the video available to the public as traveler information, although this may be desired at some time in the future. The agencies may also wish to expand the VDS to support many more cameras and many more agency users in the future. Agencies may wish to select from multiple manufacturers of video encoders, requiring the VDS to use popular standards (such as Motion JPEG, MPEG-4, or H.264) for video compression as described in Exhibit F (Functional Specifications).

5. TASK DESCRIPTIONS

Task 1 – Project Management

The Contractor shall provide a Project Manager who will act as the principal Contractor contact for Public Works and other involved Agencies. The designated Project Manager will be responsible for the completion of activities associated with the performance of this Project. All required products must be delivered to Public Works in a timely manner to the satisfaction of Public Works and the affected Agencies. Additional responsibilities include management of project planning activities and the tracking of costs and resources associated with each aspect of the Project. All Project Management activities will be performed on a time and materials basis.

¹ A video distribution administrator can be a staff member at any of the Project agencies with administrative privileges.

Task 1.1 – Project Coordination

The Contractor shall coordinate technical design activities with the involved public and private Agencies for each VDS component of this Project. This will include, but not be limited to, the following:

- Coordination with the involved Agencies through the duration of the Project;
- Coordination with public and private Agencies involved with Local and Regional ITS projects, including Public Works and the Gateway Cities ITS Forum Agencies to avoid duplication of effort in design and construction;
- Coordination with other Regional and Sub-Regional projects, which may affect this Project, such as Public Works Countywide Information Exchange Network (IEN); and
- Participation in peer group meetings with Contractors in other Public Works Traffic Forums to help resolve compatibility issues.

All Project Coordination activities will be performed on a time and materials basis.

Deliverables:

- Meeting Minutes

Task 1.2 – Attend Project Meetings/Make Project Presentations

The Contractor shall attend Project meetings with Public Works, and affected Agencies or organizations as deemed necessary by Public Works to accomplish the tasks and subtasks of the Project. These meetings shall include conducting status meetings (as needed) with Public Works to review Project progress, discuss any issues that are impeding work on the progress, and review work to be performed in the upcoming months.

The Contractor shall prepare meeting minutes for any Project meeting and distribute a copy to meeting participants. Meeting minutes shall summarize each discussion and action item.

The Contractor will also be required to make technical presentations, which includes the use of presentation materials and the distribution of handouts, as needed at any meeting as requested by Public Works. The Contractor shall obtain prior approval from Public Works on any presentation and handout materials to be distributed at any technical presentation of the Project. Public Works shall be provided with a copy of the distributed materials.

All attendance at Project meetings and/or presentations will be performed on a time and materials basis.

Deliverables:

- Presentations Materials/Handouts
- Project Status-Meeting Minutes

Task 1.3 – Prepare Project Reports

The Contractor shall prepare and submit written monthly progress reports to Public Works detailing the status of work being performed by the Contractor. The reports shall include, but not be limited to, the following:

- A narrative of the tasks accomplished in that month;
- A review of any incomplete tasks and the reasons why they were not completed;
- An outline of the tasks anticipated to be accomplished in the next month;
- A summary of problems which occurred during the past month;
- Any anticipated problems;
- An updated Project schedule;
- A list of outstanding issues and deliverables;
- The current status of those issues and deliverables; and
- An invoice as required by this Agreement.

Deliverables:

- Monthly Progress Reports
- Financial Reports, Billings, and Invoices

Task 2 – Detailed Design

The initial component of this Task will be to conduct interviews with the involved agencies (or their contractor) as shown on Page B.2. These interviews will require site visits. As a result of these interviews, the Contractor will complete the analyses needed to finalize the VDS design. The VDS design will address and resolve/determine all issues, including, but not limited to, the following:

- Location and layout of equipment to be installed, and considering available space and location of equipment to which it is to be connected.
- Cable and connector details for interconnection with other equipment and power sources.
- Segmentation of local area networks and subnets as-needed. Assume that some users' computers will reside on the same network as the video distribution servers, others will reside on any of several separate agency local area networks with direct (not via the Internet) connection to the VDS network, and others will gain access via the Internet.
- IP address ranges that are compatible with other networks and applications.

- Specifications of computers, firewalls, in accordance with Exhibit D (Server and Firewall Minimum Requirements), routers, and other System Hardware to be used in the VDS.
- Firewall and router configuration requirements in accordance with Exhibit D (Server and Firewall Minimum Requirements).
- Selection of the encoder to be used.
- The protocol to be used for pan/tilt/zoom camera control (depends on which manufacturer's equipment is selected by the County, and may not be known when the agreement is signed).
- The bandwidth needed in Internet links provided (by others) to each video distribution server.

Deliverables:

- 2.a Draft Detailed Design (including, Bill of Quantities and Materials Specifications)
- 2.b Final Detailed Design (including, Bill of Quantities and Materials Specifications)

Task 3 –Work Plan

Based on the design developed as part of Task 2, the Contractor will refine the work plan as proposed herein and identify any scope, schedule or cost impacts which may impede the Project. In addition, the Contractor will work with the County to refine the design to minimize and/or eliminate such impacts. Last, the work plan will refine the project schedule and clearly identify work elements to be completed by others.

Deliverables:

- 3.a Draft Work Plan with schedule
- 3.b Final Work Plan with schedule

Task 4 - Acceptance Test Plan

The Contractor shall prepare an Acceptance Test Plan that describes procedures and methods for testing all VDS requirements contained in the agreement. The Test Plan will identify the steps necessary to meet all requirements as specified in Form PW-16, Specifications Questionnaire. The Test Plan will be in a format that allows recording of a pass/fail outcome and space for notes. Upon completion, the draft acceptance test document will be submitted for the County's review and approval. Upon receipt of the County's comments on the draft version, the Contractor will revise the draft version and submit the final document.

Deliverables:

- 4.a Draft Acceptance Test Plan
- 4.b Final Acceptance Test Plan

Task 5 – Implementation

After the County approves the Detailed Design and Work Plan (Tasks 2 and 3), the Contractor shall proceed with the installation and implementation of the Project in accordance with the Work Plan as described in Task 3, Work Plan. This will involve the procurement of servers (if required), and the installation of the System Software on the servers and the installation of the servers in the agencies. In addition, the Contractor will procure, deliver and install any video encoders as required at each camera location.

Upon completion of the equipment and System Software installation, the Contractor will configure the servers, and software in preparation for the Acceptance Test of the VDS. Once successfully installed, the VDS will be ready to be tested as described in Task 6, Acceptance Testing and Final System Acceptance.

The Contractor will be required to coordinate this Task with other involved parties as needed.

This task will also include the procurement of spare encoders to be supplied to the County as specified below.

Deliverables:

- 5.a Installed VDS per Project requirements and as defined in Task 3, Work Plan
- 5.b Video encoders to construction contractor and County per Statement of Work.

Task 6 – Acceptance Testing and Final System Acceptance

Upon completion of Task 5, Implementation and approval of Deliverable 4b, Final Acceptance Test Plan, the Contractor will conduct acceptance testing for the deployed VDS. This Acceptance Test will be witnessed, and test results recorded, by the County. The results of the Initial Acceptance Test will be documented and delivered to the County via Deliverable 6.a, Initial Acceptance Test Report. Subsequently, the Contractor will resolve any errors and/or software bugs discovered and will repeat any failed test steps. These repeated test steps will be witnessed, and test results recorded, by the County. This process will be repeated until the test results validate that the VDS has no Deficiencies for no less than two (2) thirty (30) day periods following the completion of Deliverable 6.a, Initial Acceptance Test Report, and all acceptance criteria as defined in Deliverable 4.b, Final Acceptance Test Plan, have been successfully demonstrated to gain complete VDS acceptance. The Final System Acceptance shall occur when the County confirms that all the Acceptance test

criteria has been met and Deliverable 6.b, Final Acceptance Test Report, has been approved.

Deliverables:

- 6.a Initial Acceptance Test Report
- 6.b Final Acceptance Test Report

Task 7 – Documentation and Training

The Contractor shall provide user, administrator, configuration, and expansion documentation as required by the VDS requirements contained in the agreement. The Contractor shall provide this documentation prior to the first training session.

The Contractor shall submit the draft documentation to the County for review. Upon receipt of the County's comment, the Contractor shall address each comment and prepare a final version for County review and approval. In addition, the Contractor shall amend the document as needed to reflect any changes made to the VDS during the life of the Project. All documents must be in Microsoft Word format.

In advance of training, the Contractor shall prepare and submit a training outline to County for review and approval. Once approved, the Contractor will provide training sessions for users. The training should cover both administration and user for the VDS. The training sessions will focus approximately half of the training on end users and half on administrators. The Contractor should assume that up to 30 people from five agencies will attend each training session. Training sessions shall be scheduled at least one month in advance. The initial training session shall be conducted as soon as practical after the VDS is operational and after completion of Deliverable 6.a, Initial Acceptance Test Report. This will enable the VDS to be used by agency personnel, and will facilitate the ability for operators to familiarize themselves with the VDS prior to Final System Acceptance.

The Contractor will also conduct additional training sessions after Final System Acceptance. Training will be held at a suitable facility provided by the County or a local agency. The agency hosting the training will be responsible for providing the hardware and VDS access. The Contractor will provide all trainees with a handout of all presentations and appropriate documentation.

Deliverables:

- 7.a Draft Users Manual
- 7.b Draft Administrators Manual
- 7.c Draft System Configuration
- 7.d Draft System Expansion Guide (if not included in Administrators Manual)
- 7.e Final Users Manual

- 7.f Final Administrators Manual
- 7.g Final System Configuration
- 7.h Final System Expansion Guide (if not included in Administrators Manual)
- 7.i Training Outline
- 7.j Training Session 1
- 7.k Training Session 2

Task 8 – Map-based Web Page (optional)

The Contractor will work with Public Works' Traffic and Lighting and Information Technology Division staff to develop a map based web-page(s) for the VDS. The web-page(s) shall be developed per Public Works web-page standards that can be found on Public Works web-site as follows:

<http://intranet/itd/developerCorner/WebDevelopmentStandardsAndGuidelines.pdf>

Once the web site is accepted by the County, the web-page will be hosted by the County on their web-site and handed over to the County staff for maintenance.

Web-Page Requirements

- The design and content of the web page will be consistent with County standards and guidelines. HTML pages will be delivered to the County.
- Provide a geographically accurate map-based web page with a clickable icon for each camera accessible by the VDS. Provide the intersecting street names when the user moves the cursor over a camera icon. At locations with multiple adjacent cameras, avoid icon clutter by, for example, providing just one icon with a mouse-over causing an icon expansion to reveal separate icons for each camera. Make such expanded icons shrink to the original icon as soon as the mouse is moved from the expanded area. Alternative approaches will be considered.
- Assume the part of the map containing icons for the initial cameras covers all of the following cities in one contiguous map: Downey, Santa Fe Springs, Pico Rivera, Norwalk, South Gate, Bellflower, La Mirada, Compton, and Lynwood. Show all streets, rivers, airports, water bodies, and parkland. Distinguish major streets by line type, color, or other means. The map should also display street names for at least major streets.
- The home page will provide a map of the entire Los Angeles County, in anticipation of more cameras being added in various parts of the County. Propose alternative approaches to achieving this goal while still allowing users to rapidly access a particular camera in the initial project area. For example, the county-wide map may itself be subject to zooming and panning, or it may be a static map with clickable regions that enable the user to launch a detailed map of a sub area. Assist the County in

choosing between alternative approaches by illustrating the user experience and other characteristics of each option.

- Panning should not require use of scroll bars. Provide a small navigation map that indicates the current location of the viewing window, and allow the user to jump to another part of the map by clicking on the center point of the desired location on this navigation map. Alternative approaches for navigation and selecting icons over a relatively large map, will be considered.
- If feasible, automate the creation and placement of camera icons on the map as the VDS configuration changes.

Once an approach is selected, the Contractor will provide a conceptual design and mock ups for review and approval by the County prior to starting web page creation. At the same time, the Contractor will submit for review and approval, documentation of the proposed technical specifications or guidelines for the web page. The contractor will provide the URL to a sample on-line web page that best illustrates the planned look and feel. The map-based web page should not require the user to download additional software (beyond that allowed for elsewhere in this document) and should not require Active X or other browser features that are commonly deactivated by users to enhance security.

Upon approval of the planned page, the Contractor will develop the first draft of the page for County's review and refine the page in response to comments and submit again for review. This process will be repeated up to four times.

If this optional task is not activated, the map web page will be developed by others.

Deliverables:

- 8.a Draft Conceptual design and mock-ups
- 8.b Final Conceptual design and mock-ups
- 8.c Draft Web-pages (up to 4 drafts)
- 8.d Final Web-pages

Task 9 – Additional Components (optional)

The Contractor shall supply additional licenses, computers, encoders or other VDS components if and when requested during the contract or during such further period of time that the Contractor elects to offer fixed pricing for such options. Such additional components, if purchased, will be installed and configured by others.

6. QUANTITIES AND RESPONSIBILITIES

The following table identifies the components and work items for which the VDS Contractor is responsible, and the subsequent table shows related items for which others are responsible.

Table 6-1 Responsibilities of Video Distribution System Contractor

| Item | Description |
|------|---|
| 1 | Supply to the County, 28 encoders capable of encoding at least one camera input. These will be installed (by others) at pan/tilt/zoom cameras. Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. |
| 2 | Supply, install, hook up, configure, and test 27 video encoders each capable of encoding at least four camera inputs, in existing traffic signal cabinets. These encoders will be installed at traffic signals with existing video detection, each intersection typically having four cameras, but some having only three cameras. Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. In that case, the Contractor would still be responsible for installation, configuration, and testing. |
| 3 | Supply to the County as spares, 6 video encoders each capable of encoding at least one camera input. Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. |
| 4 | Supply to the County as spares, 6 encoders each capable of encoding at least four camera inputs. Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. |
| 5 | Supply, install, hook up, configure, and test a VDS server (Please see Exhibit D for minimum specification) in each of the five involved local control centers (in cities of Downey, Norwalk, South Gate, Santa Fe Springs, and County). Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. In that case, the Contractor would still be responsible for installation, configuration, and testing. |
| 6 | Supply, install, configure, and test a firewall (Please see Exhibit D (Minimum Server and Firewall Requirements) for County specification) for one Internet link at each of the five involved local control centers (in cities of Downey, Norwalk, South Gate, Santa Fe Springs, and County), and, if needed, for one link between the VDS network and a local area network at each of the five local control centers. Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. In that case, the Contractor would still be responsible for installation, configuration, and testing. |

| | |
|----|--|
| 7 | Provide at least a temporary video display and pan/tilt/zoom control capability (could be as simple as a laptop computer capable of connecting to and displaying the video stream from field encoders) available at each of the five involved local control centers when needed for end-to-end video testing by the construction contractors. This temporary equipment will not be necessary if the permanent system components are in place when needed for the construction contractors to perform testing. |
| 8 | Supply cables and connectors for hook-up of equipment installed by the VDS Contractor. |
| 9 | Supply, install, configure, and test up to 100 video amplifiers where the video detection camera signal is too weak for passive splitting. This is an optional and variable quantity item. The number of amplifiers needed, if any, is unknown. Note, the County reserves the right to delete supply of this equipment from the contract and purchase the equipment itself in accordance with specifications provided by the VDS Contractor. In that case, the Contractor would still be responsible for installation, configuration, and testing. |
| 10 | Other hardware, software, licenses, components, or activities as needed to make the VDS operational in accordance with the VDS requirements, Exhibit F (Functional Specifications) in the agreement. Note, the County may elect to purchase any additional hardware in accordance with the Contractor's specifications. |

Table 6-2 Related Items for Which Others are Responsible

| Item | Description | Responsible Party |
|------|---|---|
| 1 | Install, hook up, and test 28 single-camera encoders. | Others – construction contractors |
| 2 | Provide Internet links as-needed. | Others – County to arrange |
| 3 | Provide rack space for VDS computers and other equipment at the five involved local control centers (in cities of Downey, Norwalk, South Gate, Santa Fe Springs, and County). | Others – existing or construction contractors |
| 4 | Provide and install Ethernet switches in field cabinets and at the five involved local control centers (in cities of Downey, Norwalk, South Gate, Santa Fe Springs, and County), and connectivity between them. | Others – existing or construction contractors |
| 5 | Provide and install new cameras, including power, communications, and coaxial cable into the cabinet. | Others – existing or construction contractors |

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SCHEDULE OF PAYMENTS AND DELIVERABLES

SCHEDULE OF DELIVERABLES AND PAYMENTS

County will withhold 10% of each payment and release these retention funds as the final project payment upon acceptance of all deliverables. No progress payment will be made until acceptance of each deliverable scheduled for that date.

| Task | Deliverable | Completion Date (months from NTP) | Payment (not to exceed percent of total contract amount) |
|------|--|---|---|
| 1 | Project Management | Monthly | N/A |
| 2 | 2.a Draft Detailed Design (including Bill of Quantities and Materials Specifications) | 3 months | |
| | 2.b Final Detailed Design (including Bill of Quantities and Materials Specifications) | 4 months | 10 |
| 3 | Work Plan | | |
| | 3.a Draft Work Plan with schedule | 3 months | |
| | 3.b Final Work Plan with schedule | 4 months | 5 |
| 4 | 4.a Draft Acceptance Test Plan | 4 months | |
| | 4.b Final Acceptance Test Plan | 5 months | 10 |
| 5 | 5.a Installed Video Distribution System per Project requirements* | 8 months | 30 |
| | 5.b Video encoders to construction contractor and the County per Statement of Work | | |
| 6 | 6.a Initial Acceptance Test Report | 9 months | 15 |
| | 6.b Final Acceptance Test Report- Final Acceptance/ System Acceptance** | 11 months | 15 |
| 7 | 7.a Draft Users Manual | 8 months | |
| | 7.b Draft Administrators Manual | | |
| | 7.c Draft System Configuration | | |
| | 7.d Draft System Expansion Guide (if not included in Administrators Manual) | | |
| | 7.e Final Users Manual | | |
| | 7.f Final Administrators Manual | 9 months | 10 |
| | 7.g Final System Configuration | | |
| | 7.h Final System Expansion Guide (if not included in Administrators Manual) | | |
| | 7.i Training Session 1 | 9 months | |
| | 7.j Training Session 2*** | 12 months | 5 |
| 8 | 8.a Draft Conceptual design and mock-ups | 3 months | |
| | 8.b Final Conceptual design and mock-ups | 4 months | |
| | 8.c Draft Web-pages (up to 4 drafts) | 6 months | |
| | 8.d Final Web-pages | 8 months | To Be Determined |

| Task | Deliverable | Completion Date (months from NTP) | Payment (not to exceed percent of total contract amount) |
|-------------|----------------------------------|--|---|
| 9 | Additional Components (Optional) | TBD | TBD |
| | Additional Services | TBD | TBD |

* Go-Live

**Final Acceptance and Commencement of twenty-four month Warranty Period

***Release of the 10% accumulated retention

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MINIMUM SERVER AND FIREWALL REQUIREMENTS

VIDEO DISTRIBUTION SYSTEM MINIMUM SERVER AND FIREWALL REQUIREMENTS

The Minimum Server and Firewall Requirements for the Video Distribution System LCC sites are set forth in this Exhibit. The contractor has the option to supply alternate server hardware and firewall solutions provided that the proposed alternatives meet or exceed the County's Minimum Server and Firewall Requirements herein.

Minimum Server Requirements

| Req. # | Description |
|--------|---|
| 1. | The Server shall have a PowerEdge 2950 Dual Core Intel® Xeon® 5140, 4MB Cache, 2.33GHz, 1333MHz FSB. |
| 2. | The Server shall support Operating System Windows Server® 2003 R2, Standard Edition, Includes 5 CALs. |
| 3. | The Server shall support an Additional Processor Dual Core Intel® Xeon® 5140, 4MB Cache, 2.33GHz, 1333MHZ FSB |
| 4. | The Server shall have a Memory 4GB 533MHz (4x1GB), Dual Ranked DIMMs. |
| 5. | The Server shall have a TCP/IP Offload Engine Enablement Broadcom TCP/IP Offload Engine Not Enabled. |
| 6. | The Server shall have a Riser Card Riser with 3 PCIe Slots. |
| 7. | The Server shall have a Primary Hard Drive 73GB, SAS, 3.5-inch, 10K RPM Hard Drive. |
| 8. | The Server shall have a Primary Controller PERC 5/i, x6 Backplane, Integrated Controller Card. |
| 9. | The Server shall have a Floppy Drive No Floppy Drive for x6 Backplane. |
| 10. | The Server shall have a Mouse No Mouse Option. |
| 11. | The Server shall have a Network Adapter Dual Embedded Broadcom® NetXtreme II. |
| 12. | The Server shall have a 5708 Gigabit Ethernet NIC. |
| 13. | The Server shall have a CD/DVD Drive 24X IDE CD-RW/DVD ROM Drive. |
| 14. | The Server shall have a Bezel Rack Bezel. |
| 15. | The Server shall have a Backplane 1x6 Backplane for 3.5-inch Hard Drives. |
| 16. | The Server shall have a Documentation Electronic Documentation and OpenManage CD Kit. |
| 17. | The Server shall have a 2nd Hard Drive 73GB, SAS, 3.5-inch, 10K RPM Hard Drive. |

| Req. # | Description |
|--------|--|
| 18. | The Server shall have a Hard Drive Configuration Integrated SAS/SATA RAID 5, PERC 5/i Integrated. |
| 19. | The Server shall have a Chassis Configuration Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm,Universal. |
| 20. | The Server shall have a Hardware Support Services 3Yr GOLD ENTERPRISE SUPPORT: 7x24 HW/SW, Escalation Mgmt, 4hr 7x24 Onsite. |
| 21. | The Server shall have an Installation Support Services No Installation Assessment. |
| 22. | The Server shall have a Power Supply Redundant Power Supply with Y-Cord for PowerEdge 2950. |
| 23. | The Server shall have a 4th Hard Drive 73GB, SAS, 3.5-inch, 10K RPM Hard Drive. |
| 24. | The Server shall have a 5th Hard Drive 73GB, SAS, 3.5-inch, 10K RPM Hard Drive. |
| 25. | The Server shall have a 3rd Hard Drive 73GB, SAS, 3.5-inch, 10K RPM Hard Drive. |
| 26. | The Server shall have a Server Accessories USB to PS2 Adapter for KVM Connectivity. |

Minimum Firewall Requirements

| Req. # | Description |
|--------|---|
| 27. | The Firewall shall have a wired connectivity. |
| 28. | The Firewall shall be rack mountable. |
| 29. | The Firewall shall support Stateful Packet Inspection (SPI). |
| 30. | The Firewall shall support DoS Prevention. |
| 31. | The Firewall shall support Intrusion Prevention. |
| 32. | The Firewall shall support Content Filtering. |
| 33. | The Firewall shall support URL Filtering. |
| 34. | The Firewall shall support Fragmented Packet Reassembly. |
| 35. | The Firewall shall support Network Antivirus. |
| 36. | The Firewall shall support Network Address Translation (NAT) such as Static, Dynamic, Policy based, and Port Address Translation (PAT). |
| 37. | The Firewall shall support Virtual Private Network (VPN) with VPN throughput of 135 Mbps or higher. |
| 38. | The Firewall shall support a minimum of 2000 VPN tunnels. |
| 39. | The Firewall shall support at least 130,000 concurrent connections. |
| 40. | The Firewall shall have a minimum of 2 Ethernet LAN ports. |

| Req. # | Description |
|--------|--|
| 41. | The Firewall shall support the following Transport protocols: ICMP/IP, IPSec, TCP/IP, UDP/IP, VoIP. |
| 42. | The Firewall shall support the following Routing protocols: OSPF, Static Routing. |
| 43. | The Firewall shall support Remote Management protocols: SNMP, HTTP, Telnet, SSH. |
| 44. | The Firewall shall provide DHCP support: Client, Server, Relay. |
| 45. | The Firewall shall support VPN authentication: RADIUS, TACACS+, RSA SecurID, LDAP, Active Directory. |
| 46. | The Firewall shall support Encryption standards: DES, 3DES, AES, MD5, IKE. |
| 47. | The Firewall shall interoperate with Cisco Secure Access Control Server for user access control. |
| 48. | The Firewall shall have a continuous maintenance support contract ensuring product viability and security updates. |

An example of a firewall that meets the above requirements is: Cisco PIX 515E

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TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

| | | |
|---|--|------------------|
| (Name and Address) | | TRANSMITTAL DATE |
| TASK/DELIVERABLE ACCEPTANCE CERTIFICATE Capitalized terms used in this Task/Deliverable Acceptance Certificate without definition have the meanings given to such terms in the body of the Agreement referenced herein. | | AGREEMENT NUMBER |
| | | TITLE |
| FROM: | TO: | |
| _____ Contractor Project Director (Signature Required) | Jane White County Project Director Department of Public Works | |
| Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Agreement, including Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below. | | |
| TASK DESCRIPTION (including Task as set forth in the Statement of Work) | DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work) | |
| Comments: | | |
| Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including Exhibit B (Statement of Work), together with any additional documentation reasonably requested by County. | | |
| County Acceptance: | | |
| NAME _____ SIGNATURE _____ DATE _____ County Project Director | | |

Distribution:

Original – Financial Services Copy 1 - Contractor

Copy 2 - County Project Manager

Copy 3 - DPW Master Contract File

County of Los Angeles
 Department of Public Works
 [Contractor]

Video Distribution System
 for Traffic Management

FUNCTIONAL SPECIFICATIONS

| FUNCTIONAL |
|--|
| 1. The system shall distribute streaming digital video over the Internet and Los Angeles County and affected Cities' agency-owned wide area networks using the Internet Protocol, and Ethernet interfaces to user computers. |
| 2. The system shall be capable of digitizing and compressing (collectively referred to as encoding) National Television Standards Committee (NTSC) camera output. |
| 3. Video encoding of camera images shall take place close to the camera, using video encoder units that are physically separate from the camera. (The intent is to install standalone video encoders in the roadside cabinet adjacent to a camera. Future cameras may have integrated encoders.) |
| 4. The system shall support use of video encoders from at least three different manufacturers. (The intent is to allow for competitive procurement of encoders and protection from obsolescence or loss of manufacturer support for a particular encoder.) |
| 5. Where the feed from up to four fixed cameras are available in the same roadside cabinet, the encoder used for such a group of cameras shall be a single physical unit capable of encoding all four cameras simultaneously with the same video output quality as if only one camera were being encoded. |
| 6. The system shall avoid trans-coding, or decoding and re-encoding, of video if that will noticeably degrade the quality of the video otherwise available to users, or if that will noticeably increase latency. |
| 7. The system shall not require manual downloading of any plug-in or other software. (If any plug-in or other software is required, it shall be automatically downloaded without the user needing administrator's privilege or having to initiate or manage such download or subsequent installation on startup. This requirement does not require overriding normal security warnings prior to automatic downloads that a user or their system administrator may require via configuration of their web browser, operating system, network connection, or other component of their computing environment beyond the control of the video distribution system. However, only one download that initiates such a third-party user warning shall occur per user session, regardless of how many different cameras are viewed during that session.) |
| 8. The system shall enable a user with appropriate privileges to add cameras and users, and enter configuration data for each. |
| 9. For each camera, the system shall be configurable to allow all or any subset of users to view that camera. |

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| 10. For each controllable camera, the system shall be configurable to allow all or any subset of users to <i>control</i> that camera (e.g., activate presets, pan, tilt, and zoom) in addition to being able to view it. |
| 11. The system configuration mechanism shall enable different users and different cameras to be associated by different sets of privileges. |
| 12. The system shall have the option to require a user to enter a name and password to prevent unauthorized use. Please note that the user security data will be stored in the database. |
| 13. The system shall have the option to allow view-only access without the user having to enter a user name and password. (This enables future use by the public.) |
| 14. The system shall include an on-screen street map with a clickable icon for each camera. The vendors shall consider the use of County mapping applications. |
| 15. The system shall allow a camera to be selected for viewing, and control if available, by clicking on an icon for that camera. |
| 16. The system shall enable a user to access an on-screen list of clickable text strings each being associated with a camera and showing the street names and/or any other information needed to uniquely identify the camera location. A web page containing the list will be automatically updated when cameras are added or removed from the system. |
| 17. The system shall provide on-screen controls for cameras with remote control capabilities, enabling the user to easily select a preset camera position or to interactively apply pan, tilt and zoom actions. |
| 18. The system shall enable the user to select a camera preset from a list of preset names. |
| 19. The system shall provide view-only capabilities for users who do not have control privileges for the selected camera or the selected camera has no remote control capabilities. |
| 20. The system shall enable authorized users to set and name camera presets. |
| 21. The system shall provide a convenient means for the user to terminate any currently displayed camera feed without interruption of other camera feeds. |
| 22. The system shall have the option for each user (or user group) to be assigned a maximum viewing time, after which the feed from any camera is automatically terminated. (The intent is to avoid wasted bandwidth consumption by cameras no longer in use but inadvertently not terminated by the user.) |

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| 23. The system shall notify the user of impending timeout of viewing time to enable the user to refresh the timer without interruption to the feed.) |
| 24. Prior to viewing images, the system shall allow users to choose between high and low quality feeds, if available. |
| 25. The system shall gracefully handle a request for a feed that requires a bandwidth greater than that available, such as by displaying a message to the user indicating the reason for the feed being unavailable. |
| 26. The system shall allow an authorized user, as part of system configuration, to determine the quality and approximate bandwidth requirement of each alternative feed to be made available for each camera, with such parameters potentially being different for different cameras. |
| 27. The system shall be configured to provide security from unauthorized access. |
| 28. The system shall allow a user to capture and electronically store individual video frames as snapshot still images. |
| 29. The system shall allow the latitude and longitude of a camera to be manually entered as part of camera configuration data to support automatic placement of camera icons. |
| 30. The system shall provide a means to export configuration data for use in manual or automatic generation of third party web pages that provide a clickable icon for each camera. |
| 31. The system shall enable a user to lock a camera while in use, to prevent other users moving that camera. |
| 32. If camera locking is supported, users viewing a locked camera shall be informed of the ID of the user that has the camera locked. |
| 33. If camera locking is supported, the system shall provide a timeout feature to automatically unlock a camera after a configurable period of inactivity. |
| 34. If camera locking is supported, the system shall allow camera control locks to be overridden by authorized users, where different users can be given this privilege for different cameras. (A scheme involving different priority levels for different users is also acceptable.) |
| 35. The system shall allow remote control of the camera iris and focus, including turning automatic control on and off. |

36. The system shall monitor the health of video sources (encoders) and when needed, inform a user attempting to view the associated camera that the source has failed, and if feasible, the nature of the failure. (As a minimum, the source will be monitored for absence of a video feed.)

37. The system shall monitor the connectivity (accessibility) of video sources (encoders) on the network and when needed, inform a user attempting to view the associated camera that the source is not accessible on the network.

TECHNICAL

1. Video encoders shall have an operating temperature range of at least zero to 60 degrees Celsius. (It is desirable that encoders adhere to the National Electrical Manufacturer's Association TS2 Specification's upper temperature range limit of 74 degrees Celsius.)

2. The system shall use a popular, well-supported video compression standard such as Motion JPEG, MPEG-4, or H.264.

3. The system shall use a normal web browser on users' computers and shall not require users' computers to have other software pre-installed. (One or more small software modules may be dynamically and automatically loaded on a user's computer as part of the video feed retrieval process.)

4. The system shall not perform any automatic download of a plug-in or similar enabling software that requires more than ten seconds to download over a 384 kbps link. (In order to meet other requirements, such automatic download may need to be restricted to occurring only the first time a camera is accessed after the user's web browser is started.)

5. The system shall start displaying video within 5 seconds of a user selecting a camera for viewing, except for the first camera selected after the user's web browser is started, which may take up to 15 seconds. (This requirement assumes a network link supporting at least 384 kbps and a typical modern computer not significantly loaded with other applications, so that any delay is primarily in the video distribution system.)

6. The system shall allow users to configure and use the system via popular web browsers including, the Microsoft Internet Explorer web browser, Netscape Navigator and Mozilla Firefox.

7. The system shall have the capability to establish a minimum of 10 presets for each camera location.

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| 8. The system shall exhibit a camera control latency of no greater than one second, and desirably well less than one second. (Control latency is measured from the time a camera movement action is initiated (e.g., a mouse click) to the time that the field of view of the on-screen video image is seen to start changing accordingly.) |
| 9. The system shall allow a user to view any number of cameras simultaneously, subject only to overall system sizing limits and bandwidth constraints. (It is assumed a user will control only one camera at a time, and a single set of on-screen controls may be provided for all cameras currently being viewed if the user is provided a suitable means of selecting and identifying the camera being controlled.) |
| 10. The system shall impose no inherent limitation on the number of configured cameras. (However, implementation of support for a particular number of cameras may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) |
| 11. The system shall impose no inherent limitation on the number of configured users. (However, implementation of support for a particular number of users may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) |
| 12. The system shall impose no inherent limitation on the number of cameras that can be viewed simultaneously. (However, implementation of support for a particular number of simultaneous viewed cameras may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) |
| 13. The system shall impose no inherent limitation on the number of users that can view the same camera simultaneously. (However, implementation of support for a particular number of simultaneous feeds-to-users for the same camera may require the owner to add expansion options such as more licenses, more bandwidth, more server computers, etc.) |
| 14. The system shall avoid licensing schemes that limit the number of authorized viewers or number of simultaneous viewers. (To the extent that an unlimited site license is not feasible, licensing per camera, or per stream from a camera, to a video distribution server (from where it is multicast) is preferred to one that depends on the number of streams from a video distribution server to viewers). |
| 15. The system shall use techniques where feasible to minimize the bandwidth required for serving the same camera feed to multiple users, including Internet users, simultaneously. (The objective is to avoid unnecessary duplicate video feeds, especially on low bandwidth links such as leased links to cameras, and to allow use of video encoders that have limited support for multiple simultaneous streams of the same camera. User Datagram Protocol/Internet Protocol (UDP/IP) multicasting using the RFC1054 (Host Extensions for IP Multicasting) standard |

might not be supported in the network infrastructure, and alternative techniques are therefore desired, such as repeated unicasts from a central server, in addition to or instead of a UDP/IP multicasting option.)

16. The system shall provide a minimum quality video display of at least two frames per second to users on communications links with bandwidth as low as 300 kbps. Such display shall occur under all conditions including full-speed panning, with a display resolution of at least 352 x 240 pixels, and no obvious image breakup or other artifacts under any conditions.

17. If higher bandwidth communications is available, the system shall take advantage of higher bandwidth communication links to provide better quality video, and full television-quality video.

18. The system shall allow simultaneous distribution of at least two different quality feeds for each camera. (One feed will be a high-quality feed (up to the quality of the feed available from the camera) available to users with a high-bandwidth connection. The other feed will be a lower-quality feed available to users with only a low-bandwidth connection, or who wish to conserve available bandwidth. The high-quality feed may consume 2 Mbps or more. The low-quality feed may consume 300 Kbps, or less.)

19. The system shall be initially configured to support at least 300 cameras, at least 30 concurrent users, at least 50 cameras being viewed simultaneously, at least 50 camera feeds (from any number of cameras – involving multiple viewers of the same camera) being viewed simultaneously, and at least six simultaneous feeds-to-users of the same camera. (The simultaneous feeds-to-users for a particular camera may be any mix of the available different bandwidth and quality feeds for that camera, including all being replications of one feed from the camera. Assume the necessary bandwidth is available.)

20. The system shall be configured so that when agency-owned fiber optic cable interconnection between video distribution servers is lost or a video distribution server is not operational, users at any location with network connectivity (including Internet) to a functional video distribution server can continue to access at least those cameras directly connected to an Ethernet switch at the local control center containing that functional server. (The intent is to minimize the impact of component or communication failures, by allowing remote users to directly connect to any of the video servers rather than relying only on interconnection of the servers. Interconnection between servers will be used for high quality feeds to users directly on the fiber network and may be used for other purposes such as load balancing for remote users.)

21. Where feasible, system components connected to the communications network shall support SNMP (Simple Network Management Protocol) and RMON (Remote Monitoring) remote fault monitoring, and the system shall include an appropriate fault management station.

22. The system shall provide automatic and dynamic load balancing between servers to allow the maximum number of cameras to be viewed simultaneously with the minimum number of servers.

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**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT CONFIDENTIALITY &
ASSIGNMENT OF RIGHTS**

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above ("Contractor") has entered into the above-referenced Agreement with the County of Los Angeles ("County") to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of Work under and as defined in the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County, including, without limitation, the above-referenced Agreement.

CONFIDENTIALITY AGREEMENT:

I acknowledge that because I may be involved with Work pertaining to services provided by the County and I may have access to confidential data and information of County and/or its constituents, including, without limitation, the Confidential Information defined below. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County, including, without limitation, the Confidential Information. I understand that the County has a legal obligation to protect all such confidential data and information in its possession and that if I am involved in County Work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I must sign this Agreement as a condition of my Work to be provided by Contractor for the County.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between Contractor and the County, including, without limitation, the Confidential Information. I agree to forward all requests for the release of any data or

information received by me to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me.

I agree to protect this data and information, including, without limitation, the Confidential Information, against disclosure to any person or entity other than Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me any and all violations of the above-referenced Agreement by myself and/or by any other person of which I become aware. I agree to return all such data and information, including, without limitation, the Confidential Information, to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me upon completion of the above-referenced Agreement, or termination of my employment with Contractor, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this document, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly

perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for, and on my behalf and stead, to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements;
Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the

employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this document may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

DESCRIPTION OF SOFTWARE

**THIS PAGE LEFT BLANK INTENTIONALLY
EXHIBIT H TO BE PROVIDED BY CONTRACTOR**

LETTER OF CREDIT

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EXHIBIT I TO BE PROVIDED BY CONTRACTOR**

THIRD PARTY SOFTWARE

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EXHIBIT J TO BE PROVIDED BY CONTRACTOR**

INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991



SAFELY SURRENDERED BABY LAW POSTERS

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Craig and Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.